



Cornell University  
ILR School

Cornell University ILR School  
**DigitalCommons@ILR**

---

Retail and Education Collective Bargaining  
Agreements - U.S. Department of Labor

Collective Bargaining Agreements

---

7-1-1986

**Board of Regents of Higher Education and American Federation of State, County and Municipal Employees, AFL-CIO, Locals 507, 1067, 1776, and 2616, Service Employees International Union, AFL-CIO, Local 285, and International Brotherhood of Electrical Workers, AFL-CIO, Local 103 (1986)**

Follow this and additional works at: <https://digitalcommons.ilr.cornell.edu/blscontracts2>

Thank you for downloading an article from DigitalCommons@ILR.

**Support this valuable resource today!**

---

This Article is brought to you for free and open access by the Collective Bargaining Agreements at DigitalCommons@ILR. It has been accepted for inclusion in Retail and Education Collective Bargaining Agreements - U.S. Department of Labor by an authorized administrator of DigitalCommons@ILR. For more information, please contact [catherwood-dig@cornell.edu](mailto:catherwood-dig@cornell.edu).

If you have a disability and are having trouble accessing information on this website or need materials in an alternate format, contact [web-accessibility@cornell.edu](mailto:web-accessibility@cornell.edu) for assistance.

---

**Board of Regents of Higher Education and American Federation of State, County and Municipal Employees, AFL-CIO, Locals 507, 1067, 1776, and 2616, Service Employees International Union, AFL-CIO, Local 285, and International Brotherhood of Electrical Workers, AFL-CIO, Local 103 (1986)**

**Keywords**

collective labor agreements, collective bargaining agreements, labor contracts, labor unions, United States Department of Labor, Bureau of Labor Statistics

**Comments**

This digital collection is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial, educational use, only.

(4)  
SEP 22 1987

800/36  
Phen  
1,300 *ees*

AGREEMENT BETWEEN THE  
BOARD OF REGENTS OF HIGHER EDUCATION

AND THE

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES,  
AFL-CIO, SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO AND  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO.

JULY 1, 1986

THROUGH

JUNE 30, 1989

6/89

## CONTENTS

	Page
Preamble	1
Definitions	2
Article 1. Recognition	4
Article 2. Scope of Agreement	6
Article 3. Management Rights	8
Article 4. Union Security	10
Article 5. Agency Service Fee	12
Article 6. Union Business	14
Section 1. Union Representatives	14
Section 2. Union Officials	14
Section 3. Paid Union Leave of Absence	15
Section 4. Unpaid Union Leave of Absence	16
Section 5. Attendance at Hearings	16
Section 6. Union Use of Premises	16
Section 7. Bulletin Boards	17
Section 8. Employer Provision of Information	17
Section 9. Orientation	18
Article 7. Non-Discrimination and Affirmative Action	19
Article 8. Fair Practices	21
Article 9. Pay Equity	22
Article 10. Workweek and Work Schedule	23
Section 1. Scheduled Hours, Workweek, Workday	23
Section 2. Overtime	25
Section 3. Regular Meals	27
Section 4. Rest Periods	27

	Page
Section 5. Call-Back Pay	28
Section 6. Stand-By Duty	28
Section 7. Shift Differential	29
Section 8. Paid Detail	30
Section 9. Clean-Up Time	30
Section 10. Miscellaneous Provisions	30
Section 11.	31
Article 11. Leave	32
Section 1. Sick Leave	32
Section 2. Paid Personal Leave	37
Section 3. Bereavement Leave	38
Section 4. Voting Leave	38
Section 5. Civic Duty Leave	38
Section 6. Military Leave	40
Section 7. Child Birth and Maternity Leave	41
Section 8. Parental Leave	43
Section 9. Unpaid Personal Leave	43
Section 10. Organizations Leave	44
Section 11. Civil Defense Leave	44
Section 12. Blood Donations	44
Article 12. Extension of Sick Leave	45
Article 13. Vacations	48
Article 14. Holidays	56
Article 15. Employee Expenses	60
Section 1. Mileage	60
Section 2. Travel	61
Section 3. Overtime	62

	Page
Article 16.	Parking 63
Article 17.	Employee Compensation 65
Article 17.A	In-Service Recognition/Merit Award 70
Article 18.	Health and Welfare 73
Section 1.	Group Health Insurance Contributions 73
Section 2.	Health and Welfare Plan 73
Article 19.	Promotions and Filling of Vacancies 76
Article 20.	Layoff and Recall 81
Article 21.	Contracting Out 88
Article 22.	Out of Title Work 89
Article 23.	Classification and Reclassification 91
Article 24.	Class Reallocations 94
Article 24.A	Implementation of Classification Study 95
Article 25.	Professional Development 98
Section 1.	Tuition Remission 98
Section 2.	Educational Leave 104
Section 3.	Training Committee 105
Section 4.	Distinguished Service Awards 106
Section 5.	Funding 109
Article 26.	Safety Procedures 110
Article 27.	Probationary Employees 118
Article 28.	Disciplinary Action 120
Article 29.	Grievance and Arbitration Procedure 122
Article 30.	Personnel Files 132
Article 31.	Evaluation of Employees 134
Article 32.	Labor/Management Committee 138
Article 33.	No Strike/No Lockouts 140

	Page
Article 34.	Cost Items & Appropriation by the
	General Court 141
Article 35.	Savings Clause 143
Article 36.	Duration 144
	Signature Page 145
Appendix A	Request for Exten. of Sick Leave Form 146
Appendix B	Salary Schedules 147
Appendix C	In-Service Recognition 151
Appendix D	Temporary Work Assignment Form 153
Appendix E	Request to Appeal Classification of
	Trust-Funded Position Form 155
Appendix F	Classification Plan 157
Appendix G	Certificate of Eligibility for Tuition
	Remission 162
Appendix H	Distinguished Service Award Nomination
	Form 163
Appendix I	Performance Evaluation for Classified
	Employees Form 164
Suppl. Agreement Inclement Weather Policy	168
Suppl. Agreement Mass. Maritime Cruise Policy	169
Suppl. Agreement Upgrading of Trades Positions	171
Suppl. Agreement AFSCME 1776/SEIU 285 Periodic Layoff	
	Vacation Accrual 173
Suppl. Agreement SEIU 285 Sideletter	174
Suppl. Agreement AFSCME 1776/2616/SEIU 285 Gender, Race	
	and Job Classification 175

	Page
Suppl. Agreement AFSCME 1776/2616 Weekly Deduction of	
Union Dues-Agency Service Fee	176
Suppl. Agreement Campus Security Personnel	178
Suppl. Agreement AFSCME 1776	181



PREAMBLE

This Agreement entered into by the Board of Regents of Higher Education, hereinafter referred to as the Employer, and the American Federation of State, County, and Municipal Employees, Council 93, Locals 507, 1067, 1776 and 2616, AFL-CIO, Service Employees International Union, AFL-CIO, Local 285, and International Brotherhood of Electrical Workers Local 103 AFL-CIO, hereinafter referred to as the Union(s), will set forth procedures for the equitable resolution of grievances, the terms of employment with respect to wages and working conditions, and means by which the parties may consult periodically on mutually perceived problems and has as its purpose the promotion of harmonious relations between the Employer and the Union(s).

## DEFINITIONS

1. BOARD - The term "Board" shall mean the Board of Regents of Higher Education.

2. CHIEF EXECUTIVE OFFICER OF THE CAMPUS (CEO) - The term "Chief Executive Officer of the Campus," hereinafter in this Agreement "CEO," shall mean the President of a University, State College or Community College as well as the Chancellors of the University of Massachusetts at Amherst, Boston and Worcester, or his/her designee.

3. DAY - Except as is otherwise provided in this Agreement, the term "day" shall mean a calendar day inclusive of any Saturday, Sunday, skeleton day or holiday.

4. EMPLOYER - The term "Employer" shall mean the Board of Regents of Higher Education.

5. IMMEDIATE SUPERVISOR - The term "Immediate Supervisor" shall mean the immediate work supervisor, designated by the CEO of that College/University or designee, who may or may not be a unit member.

6. SENIORITY - Except as is otherwise provided in this Agreement, the term "seniority" shall be defined as length of continuous full-time equivalent service as a full-time or regular part-time employee, regardless of source of funds, since the last date of hire by the College/University.

7. TOUR OF DUTY - The term "Tour of Duty" shall mean that period of time regularly assigned to an employee as his/her regular daily work period.

8. UNION(s) - The term "Union(s)" shall mean the American Federation of State, County and Municipal Employees, AFL-CIO; Service Employees International Union, AFL-CIO, Local 285; and The International Brotherhood of Electrical Workers, Local 103, AFL-CIO.

9. WORK WEEK - The term "Work Week" shall mean a calendar week, i.e., a week extending from Sunday to Saturday inclusive.

ARTICLE 1  
RECOGNITION

The Employer recognizes the Unions as the sole and exclusive bargaining agents for the purposes of establishing wages, hours, standards of productivity and performance and other terms and conditions of employment for all full-time and regular part-time employees in bargaining units certified as of March 22, 1983, the date of the Agreement for Consolidated Bargaining between the Unions and the Board of Regents of Higher Education, and any and all amendments since that date. A regular part-time employee is defined as an employee who is expected to work 50% or more of the hours in a work year of a full-time employee in the same title.

Should any new classified classification(s) be added to the work force, the Employer shall notify the appropriate Union of such new classified classification(s). The Employer shall determine if such new classified classification(s) shall be added to the bargaining unit and the Employer shall notify the Union of its determination. If the Union disagrees with the Employer's determination, the matter may be referred to the State Labor Relations Commission by the Union, with a request that the Commission make a determination. In the event it shall be finally adjudicated that the classified classification(s) be added to the bargaining unit, the classified classification(s) shall then be subject to the provisions of this Agreement.

The Employer will not aid, promote or finance any labor group, organization or individual which purports to engage in collective bargaining, or negotiate with any individual unit member or make any agreement with any individual for the purpose of undermining the Unions or changing any condition in this Agreement.

The Employer agrees to apply applicable provisions of this Agreement to those employees who receive all contractual benefits, whose funding source is derived from institute, grant or contract funds and who perform the functions of those positions covered by this Agreement to the extent that the terms of their respective institute, grant or contract funding source and the level of funding thereunder so allow, as determined by the CEO.

ARTICLE 2  
SCOPE OF AGREEMENT

Section 1.

The parties agree that this Agreement in all respects supplants and replaces all particular provisions of the following General Laws of the Commonwealth of Massachusetts and Rules and Regulations thereto and any future rules and regulations promulgated thereunder namely: the Second Paragraph of Section Twenty-Eight of Chapter Seven (Red Book); Section Twenty-Four A; Paragraphs (4) and (5) (Gray Book), formerly paragraphs (5) and (6) of Section Forty-Five; Paragraphs (1), (4) and (10) of Section Forty-Six, and Section Fifty-Three of Chapter Thirty; Sections Thirty to Forty-Two, inclusive, of Chapter One Hundred and Forty-Nine.

Section 2.

The parties agree that during the negotiations of the terms of this Agreement, they were afforded the unrestricted right to negotiate all matters covered by Chapter 150E; that they shall be governed exclusively by and limited to the terms and provisions of this Agreement and that neither shall have any other obligation or be obligated to negotiate with respect to any matter pertaining to wages, hours, or other terms and conditions of employment whether or not specifically included in this Agreement or discussed during the negotiations preceding the execution of this Agreement.

Section 3.

No addition to, alteration, modification, or waiver of any term, provision, covenant or condition or restriction in this Agreement shall be valid, binding or of any force or effect unless mutually agreed to, in writing, by the parties to this Agreement.

Section 4.

Any prior Agreements covering employees covered by this Agreement shall be terminated and of no effect, upon the effective date of this agreement and shall be superseded by this Agreement except for those benefits that are specifically continued into the new Agreement by mutual consent.

ARTICLE 3  
MANAGEMENT RIGHTS

The Union and the Board of Regents and/or the Administration of the several Colleges/Universities agree that the provisions of this Agreement shall be expressly limited to conditions of employment covered by this Agreement, and no provision shall be construed to restrain the College/University from the management of its operations, including but not limited to the determination of the standards of service to be provided and standards of productivity and performance of its employees; the right to determine the size and composition of the work force; to determine educational and work standards; to decide the location and number of its offices, administrative buildings, dormitories, facilities, and physical plant; to determine the quantity and type of equipment to be used in its operation; the speed of such equipment and the manning requirements of such equipment or any job; to determine the content of job classification; to promulgate reasonable rules and regulations; to select supervisory and managerial employees; to discipline, demote and discharge employees; to contract out work; to control and determine the state of products which may be used by employees; to determine the time for work, staffing pattern and work area; to determine the method and place of performing work including the right to determine that the College/University's work force shall not perform certain work; to transfer employees from one administrative area to another; to schedule work, shifts, and



work breaks; to determine the method of performing work including the introduction of improved methods and facilities; to determine whether such work shall be performed by bargaining unit employees or others; to fix standards of quality and quantity for work to be done; to determine whether any part of the whole of its operations shall continue to operate; to establish, to change, or abolish any service; to maintain order and efficiency in its facilities and operations; to determine the duties of employees; to hire, layoff, assign, transfer, retrench; to determine the qualifications of employees; to promote employees; to upgrade, allocate, reallocate, or classify employees; to determine the starting and quitting time; to require overtime; and all other rights and prerogatives including those exercised unilaterally in the past, subject to such regulations and restrictions governing the exercise of these rights as expressly provided in this Agreement, statute or law. Any management right set out in this Article shall be subject to the Grievance and Arbitration provisions herein.

ARTICLE 4  
UNION SECURITY

Dues Checkoff

Section 1.

The Union shall have the exclusive right to the checkoff and transmittal of Union dues on behalf of each employee.

Section 2.

An employee may consent in writing to the authorization of the deduction of Union dues from his/her wages and to the designation of the Union as the recipient thereof. Such consent shall be in a form acceptable to the Employer/Union and shall bear the signature of the employee. An employee may withdraw his/her Union dues checkoff authorization by giving at least sixty (60) day's notice in writing to the Personnel Office and the Secretary/Treasurer of the Union.

Section 3.

An employee may consent in writing to the authorization of the deductions of an agency service fee from his/her wages and to the designation of the Union as the recipient thereof. Such consent shall be in a form acceptable to the Employer/Union and shall bear the signature of the employee. An employee may

withdraw his/her agency service fee authorization by giving at least sixty (60) day's notice in writing to the Personnel Office and the Secretary/Treasurer of the Union.

Section 4.

The College/University shall deduct dues or any agency service fee from the pay of employees who request such deduction in accordance with this Article and transmit such funds in accordance with departmental policy to the Treasurer of the Union together with a list of employees whose dues or agency service fees are transmitted, provided that the College/University is satisfied by such evidence that it may require that the Treasurer of the Union has given to the Union a bond in a form approved by the College/University for the faithful performance of his/her duties, in a sum and with such agency or securities as are satisfactory to the College/University.

ARTICLE 5  
AGENCY SERVICE FEE

Section 1.

Each employee who elects not to join or maintain membership in the Union shall be required to pay as a condition of employment, beginning thirty (30) days following the commencement of his/her employment, an agency service fee to the Union in an amount that is equal to the amount required to become and remain a member in good standing of the exclusive bargaining agent.

Section 2.

This Article shall not become operative until this Agreement has been formally executed, pursuant to a vote of a majority of all employees in that bargaining unit present and voting.

Section 3.

The union shall reimburse the Employer for any expenses incurred as a result of being ordered to reinstate an employee terminated at the request of the Union for not paying the agency service fee. The Union will intervene in and defend any administrative or court litigation concerning the propriety of such termination for failure to pay the agency service fee. In such litigation, the Employer shall have no obligation to defend the termination.

Section 4.

Disputes between the parties concerning this Article shall be resolved in accordance with the grievance procedure contained in this Agreement. In the event such a dispute is submitted to arbitration, the arbitrator shall have no power or authority to order the Employer to pay such agency service fee on behalf of any employee. If the arbitrator decides that an employee has failed to pay or authorize the payment of the agency service fee in accordance with this Article, the only remedy shall be the termination of the employment of such employee if the employee continues to refuse to pay or authorize payment of the required agency service fee after having sufficient time to do so.

Section 5.

It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees it will indemnify and hold the Employer harmless from any claims, actions or proceedings by an employee arising from the termination of an employee hereunder.

ARTICLE 6  
UNION BUSINESS

Section 1. Union Representatives

Union Staff representatives shall be permitted to have access to the premises of the College/University for the performance of official Union business, provided that there is no disruption of operations. Requests for such access will be made in advance and will not be unreasonably denied. The Union will furnish the College/University with a list of staff representatives and their areas of jurisdiction.

Section 2. Union Officials

Except as hereinafter provided, Union business shall be conducted by Union officials on off-duty hours. Designated Union officials shall be permitted to have time off without loss of pay for the investigation and processing of grievances and arbitrations. Grievants shall be permitted to have time off without loss of pay for processing their grievance through the contractual grievance procedure, except that for class action grievances, no more than three (3) grievants shall be granted such leave. Requests for all such time off shall be made in advance and shall not be unreasonably denied. Union officials and representatives shall conduct Union business in a manner which shall not be disruptive to the College/University's operations or any employee's work. The Union will furnish the College/University with a list of the designated Union officials.

### Section 3. Paid Leave of Absence

A. Leaves of absence without loss of wages, benefits or other privileges may be granted to elected delegates of the Union to attend conventions of the State, Regional and Parent Organization. Such leave will require the prior approval of the CEO. Persons designated as alternate delegates shall not be granted paid leave of absence to attend such conventions.

B. Leaves of absence without loss of wages, benefits or other privileges may be granted to the Union negotiating committee members for the attendance at negotiation sessions with the Employer and related Union caucuses. Such leave will require the prior approval of the CEO.

C. Leaves of absence without loss of wages, benefits or other privileges may be granted for attendance at joint labor management meetings. Such leave will require the prior approval of the CEO.

D. Leaves of absence without loss of wages, benefits or other privileges may be granted to Executive Board members for attendance at six Executive Board meetings per year (and 1 day per month for SEIU Local 285). Such leave will require the prior approval of the CEO. The number of paid attendees and the duration of the meetings shall not exceed past practice.

#### Section 4. Unpaid Union Leave of Absence

Upon request of the Union, an employee may be granted a leave of absence without pay to perform full-time official duties on behalf of the Union. Such leave of absence shall be for a period of up to one year and may be extended for one or more additional periods of one year or less at the request of the Union. Advance approval of the CEO is required for all such leaves of absence or extensions thereof.

#### Section 5. Attendance at Hearings

A. Designated Union officials may be granted leave of absence without loss of wages, benefits or other privileges to attend hearings before the Legislature and State agencies concerning matters of importance to the Union and the Employer. Such leave will require prior approval of the CEO.

B. Witnesses called by the Union to testify at a Step 4 hearing or in an arbitration proceeding (Step 5) may be granted time off without loss of benefits or other privileges (not including wages).

C. All leave granted under this section shall require prior approval of the CEO.

#### Section 6. Union Use of Premises

A. The Union shall be permitted to use the same or similar facilities of the College/University for the transaction of Union business during working hours which have been used in the past for such purpose, and to have reasonable use of the



College/University's facilities during off-duty hours for Union meetings subject to appropriate compensation if required by law. This section shall not be interpreted to grant an employee the right to carry on Union business during his/her own working hours not granted elsewhere in this contract.

B. Unit members shall continue to be permitted access to the same or similar facilities as approved and provided in the past.

#### Section 7. Bulletin Boards

The Union may post notices on designated bulletin boards or an adequate part thereof in places and locations where notices are usually posted by the College/University for employees to read. All notices shall be on Union stationery, signed by an official of the Union, and shall only be used to notify employees of matters pertaining to Union affairs. The notices may remain posted for a reasonable period of time. No material shall be posted which is inflammatory, profane or obscene, or defamatory of the Commonwealth or its representatives, or which constitutes election campaign material for or against any person, organization or faction thereof.

#### Section 8. Employer Provision of Information

The College/University shall be required to provide the Union with the following information:

1. Every month, a list of all new employees in the bargaining unit and their date of employment and classification.

2. Every month, a list of all unit employees who have been terminated.

3. A list of unit employees who withdrew checkoff authorizations within two months of such withdrawal.

4. Every six months, a list of all unit employees and their title and last date of hire.

5. Every month, a list of all unit employees not on dues or agency fee checkoff and who are off payroll for any reason the week of deduction.

6. Every other year, a copy of that portion of the EEO-6 Form that covers unit employees.

Where the College/University has been providing this or other information to the Union at more frequent time intervals, the information shall continue to be furnished at such intervals.

#### Section 9. Orientation

Where the College/University provides an orientation program for new employees, one-half hour shall be allotted to the Union and to the new unit employees during which time a Union representative may discuss the Union with the employees.

## ARTICLE 7

### NON-DISCRIMINATION AND AFFIRMATIVE ACTION

#### Section 1.

The parties agree not to discriminate in any way against employees covered by this Agreement on account of race, religion, creed, color, national origin, sexual orientation, sex, age, mental or physical handicap or veteran status.

#### Section 2.

The parties agree that when the effects of employment practices, regardless of their intent, discriminate against any group of people on the basis of race, religion, age, sex, national origin, mental or physical handicap or veteran status, specific positive and aggressive measures must be taken to redress the effects of past discrimination, to eliminate present and future discrimination, and to ensure equal opportunity in the areas of hiring, upgrading, demotion or transfer, recruitment, layoff or termination, rate of compensation, and in-service or apprenticeship training programs. Therefore, the parties acknowledge the need for positive and aggressive affirmative action.

#### Section 3.

This Article shall be in accordance with all applicable federal and state laws.

Section 4.

Any matters concerning this Article shall be subject to the Campus Affirmative Action Grievance Procedure and not the grievance and arbitration procedures provided in Article 29 of this Agreement.

ARTICLE 8  
FAIR PRACTICES

Section 1.

The Board and/or the Unions recognize and affirm their commitment to the policy of non-discrimination with regard to race, color, religious creed, national origin, age, religious affiliation (if any), sex, marital status, handicap status or sexual orientation. The parties agree that no employee shall be subjected to sexual harassment. The terms of this Agreement shall not be applied in an arbitrary or capricious manner.

Section 2.

Nothing contained herein shall be construed to deny or restrict to any unit member rights he/she may have under applicable laws of the Commonwealth of Massachusetts and its regulations or other applicable provisions of state or federal law.

Section 3.

The Unions shall represent all persons in the bargaining unit without regard to race, color, religious creed, national origin, age, religious affiliation (if any), sex, marital status, handicap status, sexual orientation or participation in the activities of the Unions.

ARTICLE 9

PAY EQUITY

In this Agreement pay equity issues have been addressed by Article 24 Class Reallocations.

ARTICLE 10  
WORKWEEK AND WORK SCHEDULE

Section 1. Scheduled Hours, Workweek, Workday

A. Except as otherwise specified in this Agreement, the regular hours of work for full-time employees shall be thirty-seven and one half (37 1/2) hours per week excluding meal periods or forty (40) hours per week excluding meal periods as has been established for that job title at the particular job location.

The regular hours of work for those employees who on the date of the signing of this Agreement is forty (40) hours per week inclusive of a thirty (30) minute meal break per day shall continue through the duration of this Agreement. The employees shall take their meal break at the work site and be on call at all times during the meal break.

B. When the CEO desires to change the regular work schedule of an employee, the affected employee shall receive at least ten (10) working day's written notice of such contemplated change, except in cases of emergency involving the protection of the property of the College/University or involving the health and safety of those persons whose care and/or custody have been entrusted to the College/University.

1. Where practicable, assignments in shift, days off, or work location with no change in job title and no change in grade, shall be filled by qualified volunteers in order of seniority. If there are no

volunteers, assignments shall be made in inverse order of seniority with the affected employee having priority to return to the original shift, days off, or work location.

2. The work schedule, both starting times and quitting times, of employees shall be posted at least ten (10) working days in advance on a bulletin board at each work location and also made available to employees and Union stewards.

C. To the extent practicable, the normal work week shall consist of five (5) consecutive days, Monday through Friday, with the regular hours of work each day to be consecutive except for meal periods. Similarly, to the extent practicable, employees in continuous operations shall receive two (2) consecutive days off in each seven (7) day period. This sub-section shall not apply to employees in authorized flexible hours programs. The starting and quitting time for each employee shall be uniform and consistent unless changed in accordance with the provisions of this Article. Regularly scheduled work shifts shall have at least sixteen (16) hours between quitting and starting time.

D. Each employee shall be required to record his attendance in accordance with procedures which may be established in writing from time to time by the CEO. Thirty (30) days prior to any change in the existing method of recording attendance the CEO will notify the Union of such change and will meet and confer with the Union to discuss such change.



E. Employees wishing to swap their days off in a given week may do so by mutual agreement of the employees involved with the consent of their supervisor and the approval of the College/University Personnel Officer or designee.

F. In the event an employee reports to his/her place of work at his/her regularly scheduled time, he/she shall not be sent home if his/her tour of duty was rescheduled without a ten (10) day notice; he/she shall be allowed to work the regularly scheduled tour of duty.

## Section 2. Overtime

A. An employee shall be compensated at the rate of time and one-half his/her regular rate of pay for authorized overtime work performed in excess of eight (8) hours per day or forty (40) hours per week.

B. An employee whose regular work week is less than forty hours shall be compensated at his/her regular rate for authorized overtime work performed up to forty (40) hours per week that is in excess of his/her regular work week.

C. An employee shall be compensated at the rate of time and one-half his/her regular hourly rate of eight (8) hours in his/her regular workday except that an employee whose regular workday is more than eight (8) hours shall be compensated at the rate of time and one-half his/her regular hourly rate of pay for authorized overtime work performed in excess of his/her regular

workday. Compensatory time off, computed at time and one-half in lieu of overtime compensation may be authorized by the CEO upon request of the employee.

D. The CEO shall not, for the purpose of avoiding overtime, curtail or modify the scheduled hours of an employee during the remainder of the work week in which the employee has previously worked hours beyond his/her normally scheduled workday.

E. All time for which a unit member is on full pay status, including periods of sick leave, vacation or other paid leave of absence, shall be considered time worked for the purpose of calculating overtime compensation.

F. There shall be no duplication or pyramiding of the premium pay for overtime work provided for in this Agreement.

G. Overtime shall be distributed as equitably and impartially as practicable among employees in each work location who ordinarily perform such work in the normal course of their work week. Department heads and Union representatives at each location shall work out procedures for implementing this policy of distributing overtime work. Such policies shall be approved by the CEO.

H. The CEO shall make every effort to send out checks for overtime work no later than the first payroll period following the payroll period of the overtime work, but in no event later than the second payroll period thereafter.

I. Overtime worked by members of the bargaining unit shall be posted or made available on a monthly basis.

J. An employee may not refuse to perform compulsory overtime except for reasons acceptable to the CEO when it is determined by the CEO that the work must be performed on an overtime period or involves the protection of persons or property of the College/University. Prior to invoking compulsory overtime, if safety and security permits, the CEO will solicit volunteers using the procedures developed by the College/University in Part G of this Section. If volunteers are not available, the CEO will order in an employee to perform such work in the order of inverse seniority. Failure on the part of an employee to work an overtime assignment as described above without such reason shall be wrongful and may result in the imposition of disciplinary measures.

K. The provisions of this Section shall not apply to employees on full travel status.

#### Section 3. Regular Meals

A meal period shall be scheduled as close to the middle of the shift as possible considering the needs of the College/University and the needs of the employee.

#### Section 4. Rest Periods

Rest period of a maximum of fifteen (15) minutes shall be given to employees in each one-half (1/2) tour of duty.

Section 5. Call-Back

An employee who has left his/her place of employment after having completed work on his/her regular tour of duty and is called back to work prior to the commencement of his/her next scheduled tour of duty shall receive a minimum of four (4) hours pay at his/her regular hourly overtime rate. This section shall not apply to any employee who is called in to start his/her shift early and who continues to work that shift.

Section 6. Stand By

A. An employee who is ordered by the department head to be available on a stand-by basis to report to duty when necessary shall be reimbursed at a rate not to exceed ten (10) dollars for such stand-by period.

B. The stand-by period shall be fifteen (15) hours in duration for any night stand-by duty and shall be nine (9) hours in duration for any daytime stand-by.

C. Stand-by duty shall mean that a department head has ordered any employee to be immediately available for duty upon receipt of a message to report to work. If any employee assigned to stand-by duty is not available to report to duty when called, no stand-by pay shall be paid to the employee for the period.

Section 7. Shift Differential

A. Employees of the Commonwealth rendering service on a second or third shift as hereinafter defined shall receive a shift differential of 25 cents per hour for each hour worked. Effective June 28, 1987 shift differential shall be 50 cents per hour.

B. For the purpose of this section only, a second shift shall be one that commences at 1:00 p.m. or after and ends no later than 2:00 a.m., and a third shift shall be one that commences at 9:00 p.m. or after and ends no later than 9:00 a.m.

C. The above hourly shift differential shall be paid in addition to regular salary for eligible employees when their entire workday is on a second or third shift. Eligible employees who are required to work a second or third shift or any portion thereof on an overtime basis, replacing a worker who normally works such second or third shift will receive an hourly differential pursuant to Paragraph A of this section.

D. For employees who are required to work a second or third shift as governed by Paragraph C of this Section, overtime shall be compensated at the rate of time and one-half of the regular salary rate and the shift differential for the number of hours in excess of forty (40) hours per week worked on such second or third shift.

#### Section 8. Paid Detail

Employees who work paid details shall be compensated at the rate of time and a half (1 1/2) of their regular rate. Such work performed on a holiday as defined in Article 14 shall be compensated at a rate of not less than time and one-half (1 1/2).

#### Section 9. Clean-Up

Those employees whose 1980-1983 collective bargaining agreement permit clean-up time on the date of the signing of the Agreement shall continue to receive clean-up time through the term of this Agreement as follows:

Employees working in jobs which are especially dirty or which require clean-up for reasons of safety or health shall be granted up to a maximum of ten (10) minutes, depending on the need to be used as personal clean-up time prior to meal period and at the end of a work shift.

#### Section 10.

Those employees whose 1980-1983 collective bargaining agreement includes the following items on the date of the signing of this Agreement shall continue to retain these provisions through the term of this Agreement:

A. An employee shall normally be assigned duties by his/her regular supervisor.

B. Each employee shall have access to all materials, equipment, foods, work areas and telephones necessary to perform duties and as required to take care of emergency situations.

C. The College/University shall enter into full discussion with the Union prior to engaging in on-the-job time-study projects.

D. The College/University shall endeavor to supply each employee with adequate locker facilities convenient to his/her work area.

E. Weekly paychecks shall be made available to employees as early as possible on Fridays, or before.

F. No managerial employee, as defined by the Massachusetts Public Employee Collective Bargaining Law (Chapter 150E), who is excluded from the terms of this Agreement, shall perform the work of any employee covered by this Agreement, except in the case of an emergency, excessive absence of employees from work, lack of an adequate number of employees or for the purpose of providing instruction or training of employees.

#### Section 11.

Within one year of the execution date of this contract the Campus Level Labor/Management Committees, established in Section 2 of Article 32 shall consider the feasibility of instituting a flexible hours program for their campus.

ARTICLE 11

LEAVE

Section 1. Sick Leave

A. A full-time employee shall accumulate sick leave with pay credits at the rate of one and one quarter work days for each full payroll month of employment for a total of fifteen (15) days per year. An employee on any leave with pay or industrial accident leave shall accumulate sick leave credits.

B. A regular part-time employee shall accumulate sick leave credits in the same proportion that his/her part-time service bears to full-time service.

C. Sick Leave shall be granted, at the discretion of the CEO, and shall not be unreasonably denied, to an employee only under the following conditions:

1. When an employee cannot perform his/her duties because he or she is incapacitated by personal illness or injury;
2. When the spouse, child or parent of either an employee or his/her spouse, or a relative living in the immediate household of an employee, is ill, the employee may utilize sick leave credits up to a maximum of ten (10) days per fiscal year except in cases of demonstrated medical emergency or life threatening/terminal illness in which case an employee may use up to fifteen (15) days;



3. When through exposure to contagious disease, the presence of the employee at his/her work location would jeopardize the health of others; and

4. To keep appointments with health care professionals. In such instances the normal requirement of advance notice will be at least five (5) working days. However, the parties recognize that an unforeseen complication may arise from a regularly scheduled appointment with such a health care professional.

D. A full-time employee shall not accrue sick leave credits for any month in which he/she was on leave without pay or absence without pay for a total of more than one (1) day.

E. Where the CEO has reason to believe that sick leave is being abused, he/she may require the submission of satisfactory medical evidence from a qualified health care professional. Such request shall be made within seven (7) working days of either the date of suspected abuse or return of the employee, whichever is later. Failure of an employee to present such medical evidence within seven (7) working days after such request has been made by the CEO, may, at the discretion of the CEO, result in the absence being treated as absence without pay.

The CEO may, at his/her discretion, grant the employee reasonable time during the employee's regular tour of duty, if necessary, to seek the proper medical evidence as required above.

F. The CEO may require that an employee be examined by a physician of the employee's choosing and at the employee's expense, following absence by reason of illness or injury for more than ten (10) consecutive working days. The sole purpose of such examination shall be to determine the employee's fitness to return to his/her regularly assigned duties.

An employee absent by reason of illness or injury for more than ten (10) consecutive working days shall provide the CEO with reasonable notice of his/her intent to return.

G. Sick leave must be charged against unused sick leave credits in units of one-half (1/2) hour or full hours, but in no event may the sick leave credits used be less than the actual time off.

H. Any employee having no sick leave credits, who is absent due to illness, shall be placed, unless otherwise notified by the employee, on personal leave; if no personal leave credits, then on vacation leave. If no sick leave credits or other accumulated leave credits are available, the employee shall be placed on an unpaid leave of absence. Such leave shall be charged on the same basis as provided in subsection G.

I. An employee who is reinstated or reemployed after an absence of less than three (3) years shall be credited with his/her sick leave credits at the termination of his/her prior employment. An employee who is reinstated or reemployed after a period of three (3) years or more shall receive prior sick leave credits, if approved by the CEO, where such absence was caused by:

1. Illness of said employee;
2. Dismissal through no fault or delinquency attributable solely to said employee; or
3. Injury while in the employment of the Employer in the line of duty, and for which said employee would be entitled to receive Workers' Compensation benefits.

A person whose employment by the Commonwealth is uninterrupted shall retain all accrued sick leave credits. Sick leave earned in towns, cities, counties, districts, the federal government, etc. shall not be transferred to state service.

J. A regular part-time employee shall not accrue sick leave credits for any payroll month in which he/she was on leave without pay or absence without pay in the same proportion that his/her service bears to one (1) day of service of a full-time employee.

K. Notification of absences under this Article must be given to the designated representative of the CEO at least one hour prior to the beginning of the scheduled tour of duty. If such notification is not made, such absence may, at the discretion of the CEO be applied to absence without pay. In circumstances beyond the control of the employee such notification shall be made as early as possible on the day of absence.

Within ninety (90) days after execution of this Agreement, and upon any change in the method of reporting during the term of the Agreement, the College Personnel Officer shall notify each employee of the method by which such employee shall report such absence.

L. No employee shall be entitled to sick leave under the provisions of this Article in excess of the accumulated sick leave credits due such employee, excluding any extended Sick Leave provisions.

M. Employees whose service with the Employer is terminated shall not be entitled to any compensation in lieu of accumulated sick leave credits. Employees who retire shall be paid twenty (20) percent of the value of their unused accrued sick leave at the time of their retirement. It is understood that any such payment will not change the employee's pension benefits.

N. Sick leave credits earned by an employee following a return to duty after a leave without pay or absence without pay shall not be applied to such period of time.

O. An employee who, while in the performance of his/her duty, receives bodily injuries resulting from acts of violence, and who, as a result of such injury, would be entitled to benefits under Chapter 152 of the General Laws, shall, if entitled under Chapter 30, Section 58 of the General Laws, be paid the difference between the weekly cash benefits to which he/she would be entitled under said Chapter 152 and his/her

regular salary without such absence being charged against available sick leave credits, even if such absence may be for less than six (6) calendar days.

Section 2. Paid Personal Leave

On the first payroll day of the new fiscal year, full time employees will be credited annually with three (3) paid personal leave days which must be taken during the following twelve (12) months, at a time or times requested by the employee and approved by the CEO, provided that such request complies with prior existing contractual language. Any paid personal leave not taken by the last day of a fiscal year will be forfeited by the employee. Personal leave days for regular part-time employees will be granted on a pro-rata basis. Personal leave may be available in units of two hours and may be used in conjunction with vacation leave. Full-time employees hired or promoted into the bargaining unit on or after the beginning of each fiscal year will be credited with personal leave days in accordance with the following schedule:

<u>DATE OF HIRE/PROMOTION INTO UNIT</u>	<u>PERSONAL LEAVE DAYS CREDITED</u>
Beginning of Fiscal Year to September 30	3
October 1 to December 31	2
January 1 to March 31	1
April 1 to End of Fiscal Year	0

### Section 3. Bereavement Leave

Upon evidence, satisfactory to the CEO, of the death of a spouse, child, parent, brother, sister, grandparent, great grandparent or grandchild of an employee, or parent of spouse, or person living in the immediate household, an employee shall be entitled to leave, without loss of pay, for a maximum of four (4) consecutive working days.

In addition, a maximum of two (2) consecutive working days shall be available for use by an employee in the case of death of the spouse's brother, sister, grandparent, great-grandparent or grandchild.

### Section 4. Voting Leave

An employee whose hours of work preclude him/her from voting in a town, city, state or national election shall upon application, be granted a voting leave with pay, not to exceed two (2) hours, for the sole purpose of voting in the election.

### Section 5. Civic Duty Leave

A. Employees summoned for jury duty will be granted a leave of absence with pay for time lost from their regular work schedule while on said jury duty upon presentation of the appropriate summons to the department head by the employee.

B. An employee who receives jury duty fees for jury service upon presentation of the appropriate court certificate of service shall either:

1. retain such jury fees in lieu of pay for the period of jury service if the jury fees exceed his/her regular rate of compensation for the period involved; or

2. remit to the College/University the jury fees if less than his/her regular rate of compensation for the period involved.

C. Jury fees, for the purpose of this Article, shall be the per diem rate paid for jury duty by the Court, not including the expenses reimbursed for travel, meals, rooms or incidentals.

D. An employee summoned as a witness in court on behalf of the Commonwealth, or any town, city or county of the Commonwealth or on behalf of the Federal Government, shall be granted court leave with pay upon filing of the appropriate notice of service with his/her department head except that this Section shall not apply to an employee who is also in the employ of any town, city or county of the Commonwealth or in the employ of the Federal Government or any private employer and who is summoned on a matter arising from that employment.

E. All fees for court service except jury fees paid for service rendered during office hours must be paid to the Commonwealth. Any fees paid to an employee for court services performed during a vacation period may be retained by the employee. The employee shall retain expenses paid for travel, meals, rooms, etc.

F. An employee on court leave who has been excused by the proper court authority shall report to his/her official duty station if such interruption in court services will permit four or more consecutive hours of employment. Court leave shall not affect any employment rights of the individual.

G. No court leave shall be granted when the employee is the defendant or is engaged in personal litigation, unless such litigation arises out of the legitimate performance of his/her assigned responsibilities.

#### Section 6. Military Leave

A. An employee shall be entitled, during the time of his/her service in the Armed Forces of the Commonwealth, under Section 38, 40, 41, 42, or 60 of C.33 of the General Laws, to receive pay therefor, without loss of his/her ordinary remuneration as an employee.

B. An employee shall be entitled, during his/her annual tour of duty of not exceeding seventeen (17) days as a member of a reserve component of the Armed Forces of the United States, to receive pay therefor, without loss of his/her ordinary remuneration as an employee under Section 59 of C.33, General Laws as amended.

C. An employee who is a member of a reserve component of the Armed Forces of the United States and who is called for duty other than the annual tour of duty of not exceeding seventeen (17) days shall be subject to the provisions of Chapter 708 of



the Acts of 1941 as amended, or of Chapter 805 of the Acts of 1950 as amended, or Chapter 671 of the Acts of 1966, and amendments thereto.

D. In accordance with Chapter 708 of the Acts of 1941, as amended, an employee who, on or after January first, nineteen hundred and forty, shall have tendered his/her resignation or otherwise terminated his/her service for the purpose of serving in the military or naval forces of the United States who does serve or was or shall be rejected for such service, except as otherwise provided by Chapter 708 of the Acts of 1941, as amended, be deemed to be or to have been on military leave, and no such person shall be deemed to have resigned from the service of the Commonwealth or to have terminated such service until the expiration of two (2) years from the termination of said military or naval service by him/her.

#### Section 7. Child Birth and Maternity Leave

A. A full-time female employee who has completed her probationary period, or, if there is no such probationary period, has been employed for at least three (3) consecutive months, and who is absent from her employment with the Commonwealth for a period not exceeding eight weeks for the purpose of giving birth, shall be granted a maternity leave without pay if her request for such leave is made to the CEO at least two (2) weeks in advance of the anticipated date of departure. If an employee has accrued sick leave or vacation credits at the commencement of her

maternity leave, she may use such leave credits for which she may be eligible under the sick leave or vacation provisions of this Agreement.

B. At the expiration of the maternity leave, the employee will be restored to her previous position or similar position with the same status, pay and length of service credit as of the date of her leave. If during the period of the leave, employees in the same or similar position in the department have been laid off through no fault of their own, the employee will be extended the same rights and benefits, if any, extended to employees of equal length of service in the same or similar position in the department.

C. Notwithstanding any other provisions of this Agreement to the contrary, the maternity leave granted under this Article shall not affect the employee's right to receive any contractual benefits for which she was eligible at the time of her leave.

If, upon the request of an employee, the CEO grants a leave beyond eight (8) weeks, such leave shall be considered a regular leave of absence without pay. The period of such unpaid leave shall not be included in any computation of contractual benefits, rights, or advantages.

Not later than two (2) weeks prior to the expiration of the eight-week maternity leave, an employee may request a return to work at reduced time. If approved by the CEO, said employee will accrue benefits in the same proportion that such part-time service bears to full-time service.

#### Section 8. Parental Leave

Upon written application to the CEO, including a statement of any reasons, any employee who has completed any applicable probation period and who has been employed at least three (3) consecutive months, and who has given at least two (2) weeks prior notice of his/her anticipated date of departure and who has given notice of his/her intention to return, may be granted parental or adoptive leave for a period not exceeding six (6) months. Such leave shall be without pay for such period. The purpose for which an employee may submit his/her application for such unpaid leave shall be limited to the need to care for, or to make arrangement for care of, a minor dependent child of the employee, whether or not the child is the natural, adopted or stepchild of such employee.

#### Section 9. Unpaid Personal Leave

Unpaid personal leave, other than hereinbefore specified, may be granted by the CEO, upon the written request of the employee, at least thirty (30) days in advance. Approval may not be unreasonably denied.

Retirement, seniority, sick leave, vacation credit and time accrual for step increase shall not accrue during the term of such leave.

Section 10.

Leave of absence without pay may be granted to a unit member or members who are delegates to state or national conventions of fraternal and/or civic organizations. Leaves of absence with pay may be granted to a unit member to participate as an Honor Guard in Funerals of Deceased Veterans.

Section 11.

Leave of absence without pay may be granted to unit members who are Civil Defense Officers for the purpose of participating in local, state-sponsored and federal seminars and programs designed to improve his/her knowledge and understanding of Civil Defense.

Section 12.

Leave of absence with pay may be granted for the purpose of donating blood, not to exceed two (2) hours.

ARTICLE 12  
EXTENSION OF SICK LEAVE

Section 1.

Five (5) working days after a unit member has exhausted all of his/her sick leave, vacation leave, and personal leave, he/she shall be eligible for an extension of sick leave; provided that such unit member has been employed a minimum of twelve (12) consecutive months (or twelve (12) months for those subject to a periodic layoff) prior to the commencement of such extension of sick leave.

In anticipation of the exhaustion of all paid leave, a unit member shall forward a request to the President/Chancellor of the Campus on the form entitled Request for Extension of Sick Leave (Appendix A). He/she shall act upon such request within ten (10) days of receipt and the decision will be forwarded in writing to the unit member and the appropriate union official of the member's unit. The approval of such request will be effective at the beginning of the sixth (6th) day of unpaid leave. The granting of an extension of sick leave shall be subject to the sole discretion of the President/Chancellor of the Campus. All requests for an extension of such leave shall be given due consideration and shall not be grievable.

Such extensions shall be available only for illness of the unit member and not for illness of his/her immediate family. Further, an employee on an industrial accident leave shall not be eligible for an extension of sick leave.

## Section 2.

Extensions may be available for a period of up to sixty (60) days annually beginning on the date of the first extension. Unit members, having been granted an extension of sick leave, shall be required to submit a physician's statement after each twenty (20) calendar days of granted leave.

Notwithstanding the above, in extraordinary circumstances, and in accordance with the terms and conditions governing the application and granting of leaves as such are set forth in Section 1 of this Article, a unit member may be granted an additional fifteen (15) days of extension of sick leave during the twelve (12) month period commencing upon the granting of the first such extension. Such additional extension of sick leave may commence immediately upon the conclusion of an earlier extension of sick leave or may be granted at any time during the remainder of the applicable twelve (12) month annual period. A unit member need not serve a period of unpaid leave prior to being eligible for this fifteen (15) days additional extension of sick leave.

## Section 3.

Understanding that the health and welfare of unit members is of mutual concern, the President/Chancellor of the Campus, in evaluating a request, shall consider the following:

Cost: Consideration shall be given to the projected cost incurred to implement the request, including the temporary filling of the position, if necessary.

History of sick leave usage: Consideration shall be given to the previous use and/or abuse of leave benefits. Input may be sought from the employee's supervisor(s) and pertinent attendance or personnel records.

Length of request: The provision is not intended to provide for long term or permanent disabilities. There should be a reasonable expectation of return to full-time duties as evidenced by a physician's statement.

#### Section 4.

During the period of an extension of sick leave, an employee shall not be entitled to accrual of vacation or sick leave as provided for in Articles 11 and 13 of this Agreement.

ARTICLE 13

VACATIONS

Section 1.

A. Beginning at the end of the first full payroll month (hereinafter in this Article "month") of employment, vacation leave with pay shall be credited to full-time employees at the end of each payroll month of employment, as follows:

Length of continuous full-time  
"creditable service" as of the end  
of each applicable month.

Vacation Leave Accrued

Less than fifty-four (54) months  
(Less than 4 1/2 years).

5/6 day per month (total  
of 10 days per year).

Fifty-four (54) months, but less  
than one hundred fourteen (114)  
months (4 1/2 - 9 1/2 years).

1 1/4 days per month  
(total of 15 days per  
year).

One hundred fourteen (114) months,  
but less than two hundred thirty-  
four (234) months (9 1/2 - 19 1/2  
years).

1 2/3 days per month  
(total of 20 days per  
year).

Two hundred thirty-four (234) months  
or more (19 1/2 or more years).

2 1/12 days per month  
(total of 25 days per year).



B. For determining vacation status under this Article, "creditable service" shall be used. All service beginning on the first working day of the first full payroll month at the College/University where rendered, and all service thereafter becomes "creditable service" provided there has not been any break of three (3) years or more in such service as referred to in Section 12 of this Article. In computing an employee's vacation status, all "creditable service" from the first working day at the College/University up to the end of each full payroll month of service rendered shall constitute the "creditable service" which shall be used to establish vacation credits for such month. Anything in the foregoing to the contrary notwithstanding, an employee shall, on the effective date of this Agreement, be deemed to have that "creditable service," if any, which he/she had at the termination of the predecessor Agreement.

#### Section 2.

A regular part-time employee shall be granted vacation leave in the same proportion that his/her part-time service bears to full-time service.

#### Section 3.

Vacation leave accrued during any payroll month shall be credited on the last day of the payroll month based on the employee's full-time equivalent status on that date and shall be available for use the following day.

#### Section 4.

A full-time employee on leave without pay and/or absent without pay for two (2) or more cumulative days in any month shall not accrue vacation leave for such month. Such month shall not be deemed to be "creditable service."

#### Section 5.

A regular part-time employee who is absent without pay and/or on leave without pay for that number of hours that his/her service bears to the service of a full-time employee as described in Section 4, shall not accrue vacation leave for such month. Such month shall not be deemed to be "creditable service."

#### Section 6.

An employee who is reinstated or reemployed after less than three (3) years shall have his/her prior service included in determining his/her continuous service for vacation purposes.

#### Section 7.

An employee may request vacation leave when it becomes available. Vacation leave requests shall be granted unless in the CEO's opinion it is impossible or impracticable to do so because of work schedules or emergencies. The CEO shall make reasonable efforts to insure that an employee, having requested vacation leave, is granted such leave in order to prevent the loss of earned vacation credits.

An employee wishing to exercise his/her seniority for vacation preference must apply in writing not more than sixty (60) calendar days nor less than forty-five (45) calendar days in advance of the first day requested. (An employee wishing to file such request earlier than sixty (60) days prior to the first day requested, may do so but preference will be determined as of the 45th day in advance of the first day requested.) The CEO shall respond to this request in writing, indicating whether it can reasonably schedule such vacation, at least thirty (30) calendar days in advance of the first day requested.

When vacation requests are submitted less than forty-five (45) calendar days in advance such requests shall be processed in the order in which they are received without regard to seniority. Responses shall be given to unit members in writing within seven (7) calendar days of receipt of such request.

As of the last payroll day in December in each year of the agreement, an employee shall carry no more than thirty-five (35) days of vacation leave credit.

An employee who has available unused vacation leave, and who because of the provisions of Section 7 of this Article would lose such vacation leave, shall have such leave converted to sick leave on the last day of the month in which vacation would be lost if not taken.

Section 8.

Absences on account of sickness in excess of the authorized sick leave provided in this Agreement (or for personal reasons not provided for under said sick leave provisions), may be charged, unless otherwise notified by the employee, to personal leave, if any, then to vacation leave, if any.

Section 9.

Charges to vacation leave credit may be allowed in units of one-half (1/2) hour.

Section 10.

Upon the death of an employee who is eligible for vacation under this Agreement payment shall be made in an amount equal to the vacation leave which had been accrued prior to the employee's death but which had not been used by the employee up to the time of his/her separation from payroll, provided that no monetary or other allowance has already been made therefor. The CEO shall authorize payment of such compensation upon the establishment of a valid claim therefor, in the following order of precedence:

First: To the surviving beneficiary, or beneficiaries, if any, lawfully designated by the person under the State Employees' Retirement System;

Second: If there be no such designated beneficiary, to the estate of the deceased.

Section 11.

An employee who is eligible for vacation under these rules, whose services are terminated for any reason, shall be paid an amount equal to the vacation that had been accrued prior to such termination but which had not been used, up to a maximum of forty-five (45) days, provided that no monetary or other allowance had already been made therefor.

Section 12.

An employee who is reinstated or reemployed shall be entitled to his/her vacation status at the termination of his/her previous service; provided, however, that no credit for previous service may be allowed where reinstatement occurs after absence of three (3) years unless approval of the CEO is secured for any of the following reasons:

- a. Illness of the employee.
- b. Dismissal through no fault or delinquency attributable solely to the employee.
- c. Injury while in the service of the Commonwealth in the line of his/her duties and for which the employee would be entitled to receive Workers' Compensation benefits.

Section 13.

An employee who is granted a leave of absence to enter service in the Armed Forces of the United States, under the provisions of Chapter 708 Acts of 1941 as amended, and who, upon honorable discharge from such service in said Armed Forces,

returns to the service of the College/University, shall be paid an amount equal to the vacation leave which had been accrued prior to his/her entry into such service in said Armed Forces but which had not been used prior to military leave, provided that no monetary or other allowance has already been made therefor.

#### Section 14.

An employee who is reinstated after military leave, as referred to in Section 13, may be granted vacation allowance up to the equivalent of twelve (12) months' accrual as of the date on which he/she returned or returns, provided that prior to such military leave, vacation had not been used or compensation paid in lieu thereof for the same year. Neither the above usage, nor absence due to military leave, shall in any way affect vacation credits accrued by such employee in any full payroll month of employment after he/she returns from military service.

#### Section 15.

Vacation leave shall accrue to an employee while on leave with pay status or on industrial accident leave, excluding employees on extended sick leave in accordance with Article 12.

#### Section 16.

Vacation leave accrued following a return to duty after leave without pay or absence without pay shall not be applied against such leave or absence.

Section 17.

Vacation status previously earned by an employee while in the employ of the Commonwealth or any of its cities, towns or municipalities prior to employment as a member of one of the bargaining units shall be retained by such employee, provided that no break in service of three (3) years or more occurred between termination of such prior employment and the commencement of employment by the Board. An employee in order to retain such previously earned status must submit to the CEO, within thirty (30) calendar days of employment, evidence attesting to such prior employment and such status.

## ARTICLE 14

### HOLIDAYS

#### Section 1.

The following days shall be holidays for employees:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
Washington's Birthday	Columbus Day
*Evacuation Day	Veterans' Day
Patriots' Day	Thanksgiving Day
Memorial Day	Christmas Day
*Bunker Hill Day	*(Suffolk County Only)

#### Section 2.

When a holiday occurs on the regular scheduled workday of an employee, he/she, if not required to work that day, shall be entitled to receive his/her regular day's pay for such holiday.

#### Section 3.

When a holiday occurs on a day that is not an employee's regular workday, if the employee's usual workweek is five (5) or more days he/she, at the request of the employee, may receive pay for one (1) day at his/her regular rate of pay or one (1) compensatory day off with pay within one hundred and twenty (120) days following the holiday, to be taken at a time approved by the CEO.



Employees subject to periodic layoff may use earned compensatory time, with the prior approval of their supervisor, at any time prior to June 30th of the fiscal year in which such time is earned.

#### Section 4.

An employee required to work on a holiday may opt to be compensated at the rate of two (2) times his/her regular rate of pay, or receive pay for one (1) day at his/her regular rate and one (1) compensatory day off with pay within one hundred and twenty (120) days following the holiday, to be taken at a time approved by the CEO.

#### Section 5.

An employee not otherwise entitled to the Suffolk County holidays, pursuant to Section 1 above, and who is scheduled to work on such holiday, shall be entitled to one (1) day off with pay in lieu of each of the Suffolk County holidays. Additionally, an employee who is not scheduled to work on a Suffolk County holiday, if the employee's usual workweek is five (5) or more days, shall be entitled to one (1) day off with pay in lieu of each of the Suffolk County holidays. Such day off shall be approved by the CEO and taken by the employee within one hundred and twenty (120) days.

#### Section 6.

Whenever any holiday falls on a Sunday, such holiday shall be deemed to fall on the day following. Whenever any holiday falls on a Saturday, such holiday shall be deemed to fall on the day preceding. Such holidays shall be granted in accordance with and subject to the foregoing provisions of this Article. However, if an employee is scheduled to work on such a Saturday or Sunday, that workday shall be deemed to be the holiday in accordance with the preceding Section 4.

#### Section 7.

Whenever the CEO has been informed that any workday has, in whole or in part, been declared a skeleton day he/she shall determine, who among the employees shall be released with pay from the regularly scheduled duties for the duration of the skeleton day.

#### Section 8.

An employee who is on leave without pay or is absent without pay for any of his/her scheduled workday immediately preceding or immediately following a holiday shall not receive holiday pay or a compensatory day off for that holiday.

#### Section 9.

A unit member scheduled to work on a holiday and who fails to report as scheduled shall be recorded as absent without pay unless the unit member properly notifies the CEO at least one

hour prior to the beginning of the scheduled tour of duty. In circumstances beyond the control of the employee such notice shall be made as early as possible on the day of absence. An employee who is granted paid leave for a holiday on which he/she is scheduled to work shall not receive holiday pay or a compensatory day off for that holiday.

ARTICLE 15

EMPLOYEE EXPENSES

Section 1. Mileage

A. When an employee is authorized to use his/her personal automobile for travel related to his/her employment he/she shall be reimbursed at the rate of twenty cents per mile. This rate of reimbursement is intended to cover the costs of garage, parking, tolls and other charges.

Recognizing that a legislative enactment is necessary to effectuate an increase in the rate of reimbursement as set forth above, the Employer and the Union agree to jointly petition the General Court for an enactment to increase the mileage reimbursement to twenty-two cents per mile as of July 1, 1984.

B. An employee who travels from his/her home to a temporary assignment rather than to his/her regular assigned office shall be allowed transportation expenses for the distance between his/her home and his/her temporary assignment whichever is less.

C. Employees shall not be reimbursed for commuting between their home and office or other regular work location. With approval of the Personnel Administrator and employee's home may be designated as his/her regular office by his/her CEO for the purpose of allowed transportation expenses in cases where the employee has no regular office or other regular work location.

Section 2. Travel

A. An employee who is assigned to duty that requires him/her to be absent from his/her home for more than twenty-four hours shall be reimbursed for reasonable charges for lodging including reasonable tips and for meal expenses, not to exceed the following amounts:

<u>Meals</u>	<u>Maximum Allowance</u>	<u>Applicable</u>
Breakfast	\$2.50	3:01 to 9:00 a.m.
Lunch	\$4.00	9:01 to 3:00 p.m.
Supper	\$7.00	3:01 to 9:00 p.m.

B. On the first day of assignment to duty in excess of twenty-four hours, employees shall not be reimbursed for breakfast if assignment commences after six a.m., for lunch if such assignment commences after twelve noon or for supper if such assignment commences after ten p.m.

C. On the last day of assignment to duty in excess of twenty-four hours employees shall not be reimbursed for breakfast if such assignment ends before six a.m., for lunch if such assignment ends before noon or for supper if such assignment ends before six p.m.

D. For travel of less than twenty-four hours commencing two hours or more before compensated time employees shall be entitled to the above breakfast allowance. For travel of less than twenty-four hours ending two hours or more after compensated

time employees shall be entitled to the above supper allowance. Employees are not entitled to the above lunch allowance for travel of less than twenty-four hours.

Section 3. Overtime

Employees who work three or more hours of authorized overtime, exclusive of meal times, in addition to their regular hours of employment or employees who work three or more hours, exclusive of meal times on a day other than their regular work day shall be reimbursed for expenses incurred for authorized meals, including tips, not to exceed the following amounts and in accordance with the following time periods:

Breakfast	3:01 a.m. to 9:00 a.m.	\$2.00
Lunch	9:01 a.m. to 3:00 p.m.	\$3.00
Dinner	3:01 p.m. to 9:00 p.m.	\$5.00
Midnight Snack	9:01 p.m. to 3:00 a.m.	\$2.00

## ARTICLE 16

### PARKING

#### Section 1.

Proper parking facilities shall be available to the employees covered by this contract within reasonable proximity of their regular work location.

#### Section 2.

The College/University shall endeavor to maintain adequate lighting in all parking areas.

#### Section 3.

The CEO agrees to discuss with the Union any proposed changes in the Parking Program at which time the Union can make recommendations for changes and the CEO will inform the Union and all employees prior to implementing any such changes.

#### Section 4.

At the University of Massachusetts at Amherst, a reasonable number of rows in the North End of Lot 21 (Lot 21A) shall be reserved for bargaining unit employees.

#### Section 5.

Representatives from the Union and the College/University agree to meet to discuss any increase in parking fees which affect bargaining unit members, and shall forward their

recommendations for review to the Board of Regents and the governing bodies of the affected College/University prior to implementing any such increase.



ARTICLE 17  
EMPLOYEE COMPENSATION

Section 1. Annual Salary Rate Increase

The following general salary rate increases shall apply to full-time employees in the bargaining unit:

A. Effective June 29, 1986 the salary of each employee employed on such date shall be increased in an amount equal to four percent (4%) thereof. (Appendix B2)

B. Effective June 28, 1987 the salary of each employee employed on such date shall be increased in an amount equal to four percent (4%) thereof. (Appendix B3)

C. Effective June 26, 1988 the salary of each employee employed on such date shall be increased in an amount equal to five percent (5%) thereof. (Appendix B4)

D. Employees shall be moved to the new schedule (Appendix B2) on a step to step basis.

Section 2. Employees Hired, Reinstated, or Reemployed on or after June 29, 1986

The salary rate for an employee hired, reinstated, or reemployed on or after June 29, 1986 shall be Step 1 for the job group of his/her position except in cases where an employee is hired at an approved salary rate above the usual hiring rate.

### Section 3. Step Rate Increases and Promotions

A. An employee shall advance under the terms of this Agreement to the next higher salary step in his/her job group until the maximum salary rate is reached unless he/she is denied such step rate by his/her CEO. An employee shall progress from one step to the next higher step after each fifty-two (52) weeks of creditable service in a step commencing from the first day of the payroll period immediately following his/her anniversary date or promotion date as determined within this Article.

In the event an employee is denied a step rate increase by his/her CEO, he/she shall be given a written statement of reasons therefore not later than five (5) days preceding the date when the increase would otherwise have taken effect. Time off the payroll is not creditable service for the purpose of step rate increases.

B. Effective June 29, 1986, whenever an employee receives a promotion to a position as defined in Article 19, the employee's new salary rate shall be calculated as follows:

1. determine the employee's salary rate at his/her current job group;
2. add to this figure the "promotion factor" of the higher job group (the one to which he/she is being promoted);
3. compare the resultant sum to the rates for the higher job group into which the employee is promoted;

4. the employee's salary rate shall be the first rate in the higher job group that at least equals the resultant sum.

The anniversary date for such employees shall become the date of promotion.

#### Section 4. General Provisions

A. Salary rates of full-time employees are set forth in the Appendices to this Article which are attached hereto and hereby made a part of this Article.

B. The salary rates set forth in said Appendices shall remain in effect during the term of this Agreement. Salary rates shall not be increased or decreased except in accordance with the provisions of this Article.

C. Employees shall be compensated on the basis of the salary rate for their official job classification.

#### Section 5. Regular Part-Time Employees

A regular part-time employee shall be entitled to the provisions of this Article in the proportion that his/her service bears to full-time service.

#### Section 6. Salary Adjustments for Employees Entering From Other State Bargaining Units

A. An employee entering a position within a bargaining unit covered by this Agreement, without a break in service, from a position in an equivalent salary grade in a bargaining unit not

covered by this Agreement shall be placed at the first step-in-grade up to maximum of the grade, which at least equals the rate of compensation received immediately prior to his/her entry into the bargaining unit.

B. An employee entering a position within a bargaining unit covered by this Agreement, without a break in service, from a position in a salary grade which is the equivalent of a lower grade in a bargaining unit not covered by this Agreement shall be placed at a step-in-grade in accordance with the provisions of Section 3 of this Article.

C. An employee entering a position within a bargaining unit covered by this Agreement, without a break in service, from a position in a salary grade which is the equivalent of a higher grade in a bargaining unit not covered by this Agreement shall be placed at a step-in-grade within his/her new job based upon the employee's creditable years of service in the equivalent of the new job grade or higher job grade, provided that in no event shall the employee be placed in a step-in-grade which results in the employee receiving a salary rate equal to or greater than the average salary received by the employee for the preceding six (6) months.

#### Section 7.

The salary rate increases as provided in this Article shall apply only to those employed on the execution date of the agreement. However, former bargaining unit members who died, retired or transferred out of the bargaining unit but remained in

the employ of the Employer during the period June 30, 1986 and the execution date shall receive appropriate increases as provided in this Article for their period of employment.

ARTICLE 17A

INSERVICE RECOGNITION/MERIT AWARD

Section 1. Purpose

In order to provide a method for recognizing the quality of performance by career employees the parties agree to establish an inservice recognition/merit award program.

Section 2. Eligibility

A. Eligibility for inservice recognition shall be limited to employees who have attained the maximum step in range of their job group, who have at least five (5) years of continuous service, and who have received a meeting expectation (or better) rating on their most recent performance evaluation. Ineligibility for inservice recognition payments shall not be considered to be a negative action within the meaning of Article 31.

B. Failure on the part of the immediate supervisor to complete the performance evaluation form of an employee shall not constitute grounds for denial of an Inservice Recognition/Merit Award. Employees not evaluated in accordance with Article 31 shall notify the Personnel Officer of their request to be evaluated as soon as possible, in order to be eligible for consideration of the Merit Award.

### Section 3. Merit Awards

1. By August 1, 1987 and August 1, 1988, the CEO shall announce the amount of money available for merit awards.

2. All employees who receive a summary evaluation rating of 3.2 or higher on their most recent performance evaluation, and who meet the eligibility requirements of section 2A, shall be eligible to receive a merit award. The CEO shall grant merit awards to eligible employees beginning with the employee with the highest summary evaluation ratings until the amount of money in the merit pool is exhausted. In the event there are two or more eligible employees with the same summary evaluation rating and there is insufficient money in the merit pool to grant merit awards to all employees in such group, merit awards shall be granted to the employee(s) with the most seniority.

### Section 4. Payment

Inservice Recognition or Merit Award payments shall be made to eligible employees on an annual basis, in the September, 1987 and September, 1988 payroll. Such payment shall not be in the employee base rate of compensation, or considered regular compensation for retirement purposes. Payments for part-time and seasonal employees shall be pro-rated. Payments for Inservice Recognition or Merit Awards shall be made in accordance with the following:

Employees receiving an Inservice Recognition Award use the Inservice Recognition Plan Chart (Appendix C).

Employees receiving a Merit Award use the Merit Chart (Appendix C).

Section 5. Trust-Funded Employees

Trust-funded employees shall be eligible for in-service recognition or merit awards under this article.



ARTICLE 18  
HEALTH AND WELFARE

Section 1. Group Health Insurance Contributions

The Commonwealth shall pay ninety (90) percent of the monthly premium rate for the Group Health Insurance Plan, and each employee covered shall pay (10) percent of this premium rate for the type of coverage that is provided for him/her and his/her dependent(s) under the Plan.

Section 2. Health and Welfare Plan

A. Creation of Trust Agreement

The parties have agreed to establish a Health and Welfare Fund under an Agreement and Declaration of Trust drafted by the Employer and executed by the Unions and the Employer. Such Agreement and Declaration of Trust (hereinafter referred to as the "trust agreement") provides for a Board of Trustees composed of an equal number of representatives of the Employer and the Union.

The Board of Trustees of the Health and Welfare Fund shall determine in their discretion and within the terms of this Agreement and the Agreement and Declaration of Trust such health and welfare benefits to be extended by the Health and Welfare Fund to employees and/or their dependents.

B. Funding

Effective July 1, 1987, the Employer agrees to contribute on behalf of each full-time employee equivalent the additional sum of one dollar per calendar week.

Effective July 1, 1988, the Employer agrees to contribute an additional one dollar per calendar week per full-time employee, for a total of six dollars per week per full-time employee equivalent.

The contributions made by the Employer to the Health and Welfare Fund shall not be used for any purpose other than to provide health and welfare benefits and to pay the operating and administering expenses of the fund. The contributions shall be made by the Employer in an aggregate sum within forty-five (45) days following the end of the calendar month during which contributions were collected.

C. Non-Grievability

No dispute over a claim for any benefits extended by this Health and Welfare Fund shall be subject to the grievance procedure established in any collective bargaining agreement between the Employer and the Union.

D. Employer's Liability

It is expressly agreed and understood that the Employer does not accept, nor is the Employer to be charged with hereby, any responsibility in any manner connected with the determination of liability to any employee claiming under any of the benefits

extended by the Health and Welfare Fund. The Employer's liability shall be limited to the contributions indicated in Section 2 above.

## ARTICLE 19

### PROMOTIONS AND FILLING OF VACANCIES

#### Section 1. Posting of Vacancies

A. All vacancies in positions subject to this Agreement, when available to be filled as determined by the Employer, shall be posted for not less than ten (10) calendar days.

B. The notice of vacancy shall include the following:

1. Job Title
2. Grade and/or Salary Range
3. Application Closing Date
4. A description of Duties and Qualifications, or Location where such description can be obtained.
5. If Grant Funded, the Termination Date if Known
6. Hours and Days of Work

C. Any employee seeking to be considered for any such vacant position shall submit a written application in accordance with the procedures and within the time limits prescribed by this Agreement. The pool of candidates for such vacant position shall include every employee and every other person who shall have applied for such position in accordance with the terms of such notice.

#### Section 2. Selection

Positions shall be awarded at an appropriate time after consideration of all applicants then available in accordance with the following provisions, except where a position is targeted in

accordance with the official campus Affirmative Action plan. In no event shall the awarding of the position be later than thirty (30) days after the closing date. In the event circumstances arise that preclude the awarding of the position within this time, the union shall be notified of the delay.

### Section 3. Criteria

A. For the purposes of this Article, promotion shall be defined as an appointment to a position of a higher job grade; a change in job title without a change in job grade shall be considered a lateral appointment.

B. The following criteria, listed in priority order, shall be used by the CEO in selecting a candidate to fill a vacancy. Each of the criteria will be applied to all candidates for a vacant position.

1. Ability to perform the requirements of the position.
2. Seniority.
3. Work History and Performance.
4. Experience in Related Work.
5. Education and/or Training related to the Position.

C. If in the judgment of the CEO there are two or more candidates who are approximately equally best qualified, then among such candidates, preference shall be granted in the following order:

1. To the employee in the bargaining unit who has the most seniority at the College/University.

2. To the employee covered by this Agreement outside the bargaining unit who has the most seniority at the College/University.

#### Section 4. Trial Period

A. An employee who is promoted, or laterally appointed shall serve a three (3) month trial period from the effective date of such promotion, or lateral appointment. In no case, however, shall this trial period expire prior to the completion of six (6) months continuous employment from the most recent date of hire.

B. During this trial period, if the employee's work performance in the new assignment is not satisfactory to the CEO, said employee shall revert back to his or her former position. Following management's decision to return an individual to his/her former position, the employee may request in writing to discuss the reason(s) for this action. This discussion will take place at the level the decision was made. If the employee is not satisfied with the reason(s) given for his/her return, he/she may file a grievance at the next higher level of the grievance procedure. Provided however, that there shall be at least one formal grievance hearing held at a campus level.

C. If the employee is not satisfied with the new position, he/she may elect to return to his/her former position within thirty (30) days after said new appointment.

D. All appointments made pursuant to this Section shall be temporary or provisional appointments at least until the completion of the trial period or the completion of the grievance procedure. All vacancies resulting from an employee's appointment pursuant to this Section shall be filled temporarily or provisionally at least until the appointed employee has completed his/her trial period or the completion of the grievance procedure. An employee who has been promoted pursuant to this Article and whose promotion is overturned by the Grievance Procedure shall not be terminated but shall return to his/her former position.

#### Section 5.

Unsuccessful bargaining unit applicants for posted vacancies within the bargaining unit shall, within a reasonable period of time, receive a notice of non-selection. At the employee's written request, he/she will be entitled to attend a meeting with management to discuss the reasons for non-selection. At the employee's option, he/she may be accompanied by a local designated union official. If the employee is not satisfied with the reason(s) for non-selection, he/she may file a grievance at the next higher level of the grievance procedure. Provided, however, that there shall be at least one formal grievance hearing held at a campus level. Late notice shall not preclude the filing of a grievance for non-selection.

Section 6.

A. All notices of vacancies at the College/University shall be posted in at least one conspicuous place and other places customarily used for such purposes.

B. Notice of vacancies will be sent to the designated Union official upon posting.

Section 7. Extension of Seniority

In the case of institute, grant or contract employees, seniority for the purpose of applying for vacant positions shall be extended three (3) months beyond the actual expiration date of the then current funding source.

Section 8. Reduction in Grade

Any employee in a grade higher than that announced in the vacancy notice, may submit an application for the posted vacancy in accordance with the provision of this Article. If the applicant is successful, the reduction in grade will be concurrent with the appointment to the new position.



## ARTICLE 20

### LAYOFF AND RECALL

#### Section 1.

##### A. Procedures

In the event of a reduction of personnel, the parties shall endeavor to maintain as near as possible the same percentage of minority and female employees as existed immediately prior thereto, where under-utilization or under representation exists. Subject to this understanding, those employees having least seniority within classification would be considered first for release.

##### B. Notice to Union

In the event management becomes aware of an impending reduction in the work force, it shall, when practical, notify the Union fifteen (15) working days prior to the layoff.

##### C. Meeting with Union

Within three (3) working days of management notice to the Union of an impending layoff, management shall meet with the Union and discuss the impact of the layoff on the affected employee(s).

This discussion shall include, but shall not be limited to the following:

1. Availability of similar positions within the same College/University.
2. Availability of training or retraining programs which may be applicable to the affected employees.

D. Notice to Employee

In the event of an actual layoff, management will notify the affected employees in writing as soon as possible, but not less than ten (10) working days in advance of the layoff date and will send a copy of such notice to the Union. Where notices are sent by first class mail, the time shall begin to run one day after the date of the mailing of the notice.

Section 2.

A. Selection for Layoff

In the event the CEO shall lay off employees because of a reduction in force, layoffs shall be conducted by job classification on the basis of the employee's campus seniority provided the employee retained has the ability to perform the job. In the event of a layoff, within a job classification, probationary employees within that job classification shall be laid off first.

B. Layoff

In the event an employee is scheduled to be laid off and there exists a vacant position which has been certified for filling in an equal or lower-graded classification, upon timely application by the employee, campus seniority shall prevail in permitting such an employee to fill such position provided the employee has the ability to perform the work in a competent manner.

C. For AFSCME Locals 1776, 2616, 507 and 1067

In the event a non-probationary employee is scheduled to be laid off and there exists a position in an equal or lower graded classification which the employee has previously held on campus in a competent manner or if the regular duties of the position are a part of the normal requirements of the employee in his/her present position and which the employee can immediately perform in a competent manner, campus seniority shall prevail in permitting such employees to bump the least senior individual in such classification covered by this Agreement.

D. For S.E.I.U. Local 285, University of Massachusetts, Boston only

In the event a non-probationary employee is scheduled to be laid off and there exists a position in an equal or lower graded classification which the employee has previously held on campus in a competent manner or if the regular duties of the position are a part of the normal requirements of the employee in his/her present position and which the employee can immediately perform in a competent manner, campus seniority shall prevail in permitting such employees to bump the least senior individual in such classification covered by this Agreement.

E. Layoff at the University of Massachusetts at Amherst shall be conducted within each division with all other provisions of this Article applicable. The divisions at Amherst shall be as follows:

1. Auxiliary Enterprises\*

- a. cash operations
- b. boarding halls
- c. service and maintenance
- 2. University Health Services
- 3. Physical Plant
- 4. College of Food and Natural Resources
- 5. School of Physical Education
- 6. Administrative Services
- 7. Housing Services
- 8. Security Services
- 9. Other Academic areas

\*1a, 1b, 1c for purposes of this Agreement shall be treated as divisions.

### Section 3. Recall

A. The CEO shall maintain a recall roster from which laid off employees will be recalled to positions to be filled in accordance with their seniority within classification.

B. A laid off employee will remain on the recall roster for three (3) years, provided that an employee who is offered recall to a position in the same job classification as the position for which he/she was laid off and who fails to accept such offer within five (5) calendar days or three (3) working days, whichever is greater, shall be removed from the recall list and his/her recall rights and seniority shall terminate at that

time. The recalled employee may delay his/her return to work for a period of up to fourteen (14) calendar days except in emergency situations after the date of acceptance of recall.

#### Section 4. Seniority

A. As used in this Article, seniority shall mean all continuous service since the last date of hire at the campus.

B. In computing seniority as defined in this Article, any break in service or any time off the payroll in excess of twenty-eight (28) consecutive days shall be excluded from total seniority except approved military, maternity, industrial accident leave, and a layoff of up to three (3) months.

#### Section 5.

Those employees who are subject to periodic layoffs within a calendar year and who have less than 52 week employment commitment shall enjoy layoff rights at the times indicated in their individual employment contracts in accordance with this Article except that their rights under section 2C shall be limited to that of bumping other limited term of employment employees. At other times, the layoff provisions of this Article shall apply.

Section 6.

This Article shall not apply to employees paid from institute, grant or contract funds. Such employees shall retain their seniority for three (3) months after their termination for the purpose of applying for vacant positions.

Section 7.

Notwithstanding their position on the seniority list, the following positions of the following locals shall in the event of a layoff continue to be employed at all times, provided they can perform the duties of any available positions:

AFSCME Local 1067:

Maximum four (4) positions:

President

Vice President

Secretary Treasurer

Recording Secretary

AFSCME Local 1776:

Maximum eleven (11) positions:

President - 1

Chief Steward - 10

SEIU Local 285:

Maximum two (2) positions

AFSCME Local 2616:

Maximum four (4) positions

AFSCME Local 507:

Maximum two (2) positions

Section 8.

A. For AFSCME Locals 1776, 2616, 507 and SEIU Local 285

In the event there is a layoff of bargaining unit employees, they shall not be replaced by students, except for short periods of time not in excess of twenty (20) hours.

B. For AFSCME Local 1067 only

The policies currently in effect regarding this section will remain in full force and effect for the life of this Agreement.

Section 9.

In the determination of selecting unit employees to be laid off in accordance with this Article, management shall make all reasonable efforts to first lay off 03 and similar type employees who normally perform those duties performed by bargaining unit members in classifications affected by the layoff.

ARTICLE 21

CONTRACTING OUT

Within a reasonable time prior to the College/University's contracting out work which will result in the layoff of an employee who performs the function that is contracted out, the Union shall be notified and the CEO and the Union shall discuss the availability of similar positions within the CEO's jurisdiction for which the laid-off employee is determined to be qualified and shall discuss the availability of any training programs which may be applicable to the employee. In reviewing these placement possibilities, every effort will be made to seek matches of worker skills and qualification with available, comparable positions.



## ARTICLE 22

### OUT OF TITLE WORK

#### Section 1. Work in a Lower Classification

A. When an employee is assigned by the CEO to perform the duties of a position classified in a grade lower than that in which the employee performs his/her duties, he/she will be compensated at his/her regular rate of pay as if performing his/her regular duties.

B. An employee who is assigned by the CEO to perform overtime work in a lower classification shall have overtime compensation computed at the employee's regular rate of compensation.

#### Section 2. Work in a Higher Classification

Any employee who is assigned by the CEO to a vacant position in a higher grade for more than thirty (30) days in a one hundred twenty (120) day period shall receive the salary rate at the first step of the higher classification from the first date of the appointment. However, if such assigned employee's regular rate of compensation is higher, the compensation shall be computed at the step of the higher classification which is closest to the employee's regular compensation and provides at least one promotion factor of the higher classification over the employee's regular rate of compensation. Whenever any employee is assigned to any vacant higher rated position he/she shall no later than the tenth (10th) working day of his/her performance of

the higher rated position's duties complete and transmit to his/her supervisor the form attached (Appendix D). The supervisor shall thereupon complete the applicable portion of the form and transmit the same to the CEO who shall thereupon determine whether the work assignment is or is not out of title work.

B. An employee who is assigned by the CEO to perform overtime work in a higher classification shall have overtime compensation computed at the first step rate of the higher classification, unless the employee's regular rate of compensation is higher, in which case the overtime compensation shall be computed at the employee's regular rate of compensation.

## ARTICLE 23

### CLASSIFICATION AND RECLASSIFICATION

#### Section 1. Class Specifications

A. The College/University shall provide the Union with a copy of the class specification of each title covered by this contract for which such a specification exists.

B. Each employee in the bargaining unit shall be permitted by the College/University to have access to examine his or her class specification.

C. The parties to this Agreement acknowledge that the classification structure and the accompanying job specifications have been created by the Commonwealth through its Department of Personnel Administration for the purpose of describing the duties and responsibilities of each job title.

#### Section 2. Individual Appeal of Classification

The parties agree that any appeal pertaining to reclassification or reallocation shall continue to be governed by the provisions of Section 49 of Chapter 30 of the Massachusetts General Laws and shall not be subject to the grievance and arbitration procedure herein.

#### Section 3. Appeal of Classification of "Trust Funded" Position

An employee in a "trust-funded" position who seeks a reclassification shall adhere to the following procedure:

1. An employee in a "trust funded" position who seeks a reclassification of that position may request an audit of the position on the form attached hereto. (Appendix E)

2. The employee shall file said form with the Director of Personnel/Human Resources and shall forward a copy of same to the Union.

3. The Director of Personnel/Human Resources or designee shall conduct a job audit within 90 calendar days of receipt of the request.

4. Within ten working days of completion of the job audit, the Director of Personnel/Human Resources or designees shall hold a hearing. In the case of a request for an individual reclassification, the hearing officer shall not be in the supervisory chain of the employee seeking the reclassification. The Union may participate in the hearing if the employee so requests.

5. The Director of Personnel/Human Resources shall make a final determination within 30 calendar days of the hearing.

6. The decision of the Director of Personnel/Human Resources may be appealed within 10 calendar days to the CEO or designee who shall issue a decision within 30 calendar days of receipt of the appeal.

7. When such reclassification request is granted, the monies necessary to fund such reclassification shall be budgeted for the following fiscal year, and if funds are available such

reclassification shall be effective at the beginning of the payroll week next following the date of the appeal to the Director of Personnel/Human Resources.

8. The above procedures shall also govern requests for class reallocations of "trust funded" positions.

9. The parties agree that the procedure herein provided shall be the sole procedure for reclassification and reallocation of "trust funded" positions and the grievance and arbitration procedures of Article 29 shall not apply.

ARTICLE 24  
CLASS REALLOCATIONS

Section 1.

Class reallocations may be requested by the Union whenever it believes a reallocation is justified by the existence of an inequitable relationship between the positions covered by the reallocation requests and other positions covered by this Agreement. If the Employer agrees that such an inequity exists, the Employer and the Union agree to jointly petition the General Court for such reallocation. If, however, the parties are unable to reach agreement, the matter shall not be subject to the grievance procedure.

Section 2.

The Employer and the Unions agree that the procedure provided in Section 1 shall be the sole procedure for class reallocation for all classes covered by this Agreement and no other class reallocations shall be granted.

ARTICLE 24A

IMPLEMENTATION OF THE CLASSIFICATION STUDY

Section 1.

In consultation with the Board of Regents and the Union the Department of Personnel Administration shall determine:

- A. job titles;
- B. relationship of one classification to the others;
- C. job specifications.

Section 2.

Upon the execution of this Agreement, a committee comprised of two representatives of the Board of Regents, two representatives of the Department of Personnel Administration, and two representatives of the Union shall be established to review the classification of those job titles submitted to the committee by the Union. This review shall be conducted for purposes of determining the appropriateness of the job grade assigned to such titles.

If, after review of the documentation submitted in support of the Union's contention, the Board of Regents agrees that a change in job grade for the classification is justified, the parties agree to jointly petition the legislature for a class reallocation under the provisions of Article 24 of this Agreement. If the parties are unable to reach agreement, the matter shall not be subject to the grievance or arbitration procedure contained in Article 29.

Section 3.

Effective September 28, 1986, the classification plan contained in Appendix F shall be implemented.

Section 4.

Employees in positions as of September 27, 1986, which are scheduled to be reclassified to a lower job grade shall continue to be paid at the job group that they held as of September 27, 1986, for as long as they remain in that title. Employees hired, reinstated or reemployed after September 28, 1986, shall be compensated at the rate for their position as established in Appendix F.

Section 5.

Employees on the payroll as of September 27, 1986, whose positions are reclassified to a higher job grade as of September 28, 1986, shall be placed at the higher job grade at the same step at which they are placed as of that date. The anniversary date of such employees shall remain the same.

Section 6.

The parties acknowledge that the reclassification plan contained herein addresses the issues of pay equity/comparable worth. The classification review contained in this Article and the class reallocation process contained in Article 24 shall be



the procedures for addressing any additional pay equity/comparable worth concerns about titles within bargaining units covered by this Agreement.

ARTICLE 25  
PROFESSIONAL DEVELOPMENT

Section 1. Tuition Remission

A. Full-time Employees

1. Eligibility

a. All full-time employees of a public college or university who are paid from the 01 or 02 Subsidiary Account, and who have completed at least six (6) months of service as of the date of enrollment, shall be eligible for system-wide tuition remission benefits. Employees on paid leave of absence or industrial accident leave remain eligible during the period of any such leave. Employees on unpaid leave shall remain eligible for a maximum of one calendar year. Retired or former employees shall not be eligible; however, the spouse and dependent children of retired, former, or deceased employees may retain eligibility under certain conditions (see c, d, and e below).

b. The spouse and dependent child or children of any eligible employee shall also be eligible for system-wide tuition remission benefits. A "dependent child" shall mean any natural, adopted or step child who is claimed as a dependent on the eligible employee's Federal Tax Return for the tax year immediately preceding enrollment. No employee's child beyond the age of twenty-five (25) shall be eligible

for tuition remission; provided, however, that in exceptional circumstances and for good reason the President of the public college or university granting the tuition remission may waive this age limitation for an employee's child who continues to meet the IRS standards of dependency.

c. If an eligible employee retires while a child or spouse is enrolled in a program of study or degree program, the spouse or child may complete such program with tuition remission, provided that enrollment is continuous.

d. If an eligible employee who has completed at least five (5) years of full-time equivalent service dies, the surviving spouse and children shall be eligible to enter and/or complete one full program of study or degree program with tuition remission. The term "program" as used in this Section d and the above Section c shall include, but not be limited to, any program of study begun at a Community College and continued without interruption through the bachelor's degree at a State College or University.

e. If an eligible employee leaves the employment of public higher education under conditions other than those described in c and d above while a spouse or child may complete the semester already begun. At the end of the semester his/her eligibility for tuition remission terminates.

## 2. Applicability

Tuition remission shall be provided to eligible employees, their spouse and dependent children as follows:

a. For enrollment in any State supported course or program at the undergraduate or graduate level at any Community College, State College or University excluding the M.D. Program at the University of Massachusetts Medical School, full tuition remission shall apply.

b. For enrollment in any non-State-supported course or program offered through continuing education, including any community service course or program at any Community College, State College, or University, fifty percent (50%) tuition remission shall apply.

c. Tuition remission shall apply to non-credit as well as credit-bearing courses.

## 3. Limitations

a. Employees (or their spouse or dependent children) receiving tuition remission are responsible for the payment of all other educational costs, including fees (application, laboratory, etc.) books, and supplies.

b. Employees (or their spouse or dependent children) must apply for admission and meet all admissions standards for the desired course/program.

c. Admission to all courses/programs in continuing education is on a space available basis. Further, each local campus administration reserves the right to cancel any continuing education course in which a minimum number of full tuition-paying students, as determined by the administration, has not enrolled.

d. Tuition remission benefits are non-transferable.

4. Certification Process

To qualify for tuition remission, an employee must take the following steps:

a. Apply for, and be admitted to the desired course/program.

b. Complete a "Certificate of Eligibility for System-Wide Tuition Remission" (Appendix G) and have it signed by his/her Department Head or Supervisor and by the Chief Personnel Officer of the college or university at which he/she is employed. If the tuition remission is to be used by the employee's spouse or dependent child, the name and relationship of this individual should be indicated on the certificate. The certificate should be completed as far in advance of the date of enrollment as possible.

c. Submit the completed Certificate of Eligibility with his/her tuition bill to the college or university at which he/she plans to enroll. The

employee (or his spouse or dependent children) must remit payment at the same time for costs not covered by tuition remission.

d. It is the responsibility of the employee to insure that the Certificate of Eligibility is approved in a timely fashion. Retroactive tuition rebates will not be made except in unusual circumstances beyond the control of the employee.

5. Effective Dates

This policy shall take effect on September 1, 1986 and shall apply to any course or program beginning on or after that date. It shall remain in effect until June 30, 1989.

6. Continuation of Existing Benefits

The implementation of this policy shall not limit or preclude any tuition remission benefits currently enjoyed by higher education employees under the terms of applicable collective bargaining agreements or personnel policies.

7. Interpretation of This Policy

The Chancellor or his designee shall have the sole authority to resolve any dispute concerning the interpretation and application of this policy. The Chancellor may amend or modify this policy from time to time as he deems appropriate and necessary.

No dispute or claim of benefits arising from this policy shall be the subject of a grievance or arbitration procedure.

B. Part-time Employees

1. Eligibility

a. All part-time employees who are members of a collective bargaining unit, who are paid from the 01 or 02 Subsidiary Account, and who have completed at least six months of full-time equivalent service as of the date of enrollment, shall be eligible for system-wide tuition remission benefits. No other part-time employees shall be eligible for system-wide tuition remission.

b. The spouse and dependent child or children of any eligible part-time employee shall also be eligible for system-wide tuition benefits. The age limitation and IRS dependency standards set forth in the Regent's System-Wide Tuition Remission Policy shall apply to children of eligible part-time employees.

2. Applicability

Tuition remission shall be provided to eligible part-time employees, their spouse and dependent children as follows:

a. For enrollment in any State-supported course or program at the undergraduate or graduate level at any Community College, State College, or University,

excluding the M.D. program at the University of Massachusetts Medical School, fifty percent (50%) tuition remission shall apply.

b. For enrollment in any non-State course or program offered through continuing education, at any Community College, State College, or University, twenty-five percent (25%) tuition remission shall apply.

c. Tuition remission shall apply to non-credit as well as credit-bearing courses.

In all other respects, the provisions of the Regent's System-Wide Tuition Remission Policy shall be applicable to eligible part-time employees.

## Section 2. Educational Leave

Full-time unit members may upon application and approval be granted leave of absence with pay for educational purposes to attend conferences, seminars, briefing sessions or functions of a similar nature that are intended to improve or upgrade the individual's skill or professional ability. The unit member shall not suffer any loss of seniority or benefits as a result of such leave.

An employee may be allowed to take one (1) course per semester during said employee's regular hours of work. As a consequence of taking a course during regular work hours, an employee's tour of duty shall be adjusted so that in addition to the time during which an employee is released to take such



course, said employee will be scheduled for a complete tour of duty. In calculating the tour of duty under such circumstances an employee must take a minimum of fifteen (15) minutes as a regular meal break and must include sufficient time, as determined by the College Personnel Officer, to travel to and from the work area to the class location.

### Section 3. Training Committee

The Employer and the Union agree to establish two Regents' Level Training Committees one for the State and Community Colleges, and one for the Universities covered by this Agreement. The committees shall consist of eight (8) members appointed by the Board and (8) members appointed by the Union. In addition, the Chancellor of the Board of Regents or designee shall designate the chairperson for management, and the Union shall designate the chairperson for the Union.

With the exception of F.Y. 1987, Trust Fund employees shall be fully eligible for participation in all training programs established by their respective Committee.

The Committee shall meet at least four (4) times per year unless mutually agreed otherwise.

The committee shall determine:

1. The content and priority of training and/or retraining programs;
2. The location (i.e. on site, regional, Statewide) of such programs; and,
3. The criteria for selection of participants.

Funding for local, regional and statewide programs shall be provided by the Board. Allocations of funds among the two Committees set forth in this Section shall be done on a per capita basis.

#### Section 4. Distinguished Service Awards

There shall continue at each College/University covered by this Agreement, a Distinguished Service Awards Program for unit members in the amount of \$500.00 each, which amount shall not be added to the base pay. With the exception of Fiscal Year 1987, Trust Fund employees shall be fully eligible for Distinguished Service Awards. The President/Chancellor of the campus shall by April 1, of each year of this Agreement appoint a committee of four (4) members for the purpose of selecting candidate(s) for Distinguished Service Awards, except, however, that at those universities which are covered by this Agreement said Committee shall consist of six (6) members. The Committee shall be composed of an equal number of unit members and an equal number of management members. All four members must be from different segments or departments of the College/University. The Committee will be charged with the responsibility of screening the nominations and making a recommendation to the President/Chancellor. Nominations must include a written statement as to why the individual(s) should be considered for the Award. The President/Chancellor shall review the recommendations of the Committee prior to June 1. Once the Committee has made a recommendation(s) to the

President/Chancellor, said Committee will be discharged, and a new Committee will be appointed the following year. Distribution of the awards shall be on the June payroll.

Disputes over Section 4 will not be subject to the Grievance and Arbitration Article.

Funds appropriated for Distinguished Service Awards shall be allocated to each college or university campus in a pro-rata share based upon the number of full-time equivalent State funded employees; provided, however, that the pro-rata share for any college or university campus shall not, in any fiscal year, be less than \$500.00.

Each college or university shall grant as many \$500.00 Distinguished Service Awards in any fiscal year as can be accommodated within the limits of its pro-rata allocation. The full amount of any overage shall be granted as a single additional Distinguished Service Award. No unit member shall, in any fiscal year, receive a Distinguished Service Award in excess of \$500.00.

Distinguished Service Awards shall be granted in accordance with the following process:

Section A. Distinguished Service Awards Committee

1. Prior to April 1 of each year of the Agreement, the Union shall submit to the President/Chancellor a list of two (2) names (three (3) names at a university covered by the Agreement) for the Distinguished Service Awards Committee.

2. No DSA committee member shall be entitled to nominate anyone for a Distinguished Service Award (DSA), nor shall any Union member of any committee be eligible to receive a DSA.

Section B. Eligibility for Distinguished Service Awards

All unit members, regardless of length of service, shall be eligible for nomination for a DSA, unless such unit member is a member of the DSA Committee.

Section C. Nomination for Distinguished Service Awards

1. All unit members and supervisory personnel, unless he/she is a member of the DSA Committee, may nominate an individual for a DSA.

2. Persons who nominate may nominate only one individual for a DSA.

3. Unit members may nominate themselves for a DSA.

4. All nominations for DSA's shall be made on the form attached hereto and entitled "Distinguished Service Award Nomination" (Appendix H).

Section D. Limitation on Receipt of Distinguished Service Awards

A unit member may receive only one DSA during the three (3)-year term of the Agreement.

Section E. Criteria for Selection of Recipients

Each Committee at each College/University may develop its own criteria for Selection (not nomination) of recipients of DSA's.

Section F.

A College/University covered by this Agreement may increase the amount of money provided for Distinguished Service Awards in order that each recipient of a Distinguished Service Award may receive an Award of \$500.00.

Section 5.

Funding for Sections 3 and 4, combined, of this Article shall be in the amount of \$25 per year per full-time equivalent state funded employee and shall be subject to appropriation by the General Court.

ARTICLE 26  
SAFETY PROCEDURES

Section 1.

The Employer shall comply with any and every applicable statute, federal and state, and with any such rules and regulations as may be promulgated thereunder, that govern the conditions of health and safety in the place of work of its employees. The College/University may promulgate and enforce any such rules and regulations as it may deem appropriate from time to time to provide for the safety of its employees and to ensure compliance with any such statute or with the rules and regulations promulgated thereunder.

Prior to the promulgation of any such rules and regulations by the College/University the CEO shall consult with representatives of the Union regarding such rules and regulations and their enforcement; provided however, consultation shall not be required in respect of such rules and regulations in force at any College/University on the date of this Agreement.

All work related injuries shall be reported to the appropriate administrator immediately upon their occurrence or when the employee has knowledge of such injuries in accordance with the procedures in effect at the College/University. When an employee is injured while at work, the College/University shall complete and process the standard form for Employer's first report of injury within fourteen (14) days from the filing of said report with a copy to the employee.

Grievances involving the interpretation or application of the provisions of this Article may be processed through Step 4 of the Grievance Procedures set forth in Article 29 of this Agreement but shall not be processed to Step 5 thereof.

## Section 2.

There shall be established a committee to be known as the Union/Management Safety Committee at each College/University. Such Committee shall be composed of twelve (12) members, six (6) representing the college administration and six (6) representing the Union. Such Committee may reduce their number by mutual agreement. The purpose of the Committee shall be to promote a safe, clean and wholesome environment, the development of safety programs and procedures and shall focus attention on any injuries which have resulted and would serve to alter or revise any such programs or procedures. There shall be at least four (4) meetings of the Committee each year. Additional meetings shall be arranged at the request of either party.

Any health and safety issue which cannot be resolved by the local level Safety Committees may be referred by mutual agreement of both parties to the Board Level Labor/Management Committee for discussion.

## Section 3.

Where uniforms, protective clothing, safety shoes, safety glasses or any type of protective device are necessary and required in the performance of an employee's duties, or where

employee's clothing is subject to excessive wear and tear because of chemicals, abrasives, pollutants, etc., and need to be frequently replaced, such uniforms, protective clothing or any type of protective device will be provided by the College/University.

Section 4.

1. Employees shall have a First Aid kit available in their work area.

2. No employee shall be required to lift unreasonable weights without adequate assistance.

3. No employee shall be required to operate defective equipment.

4. Where it is currently the practice, at least two employees shall be assigned when working underground, in tunnels, in crawl spaces, in hazardous areas where steam, sewage, electrical, or other systems exist, in trenches with a depth of five or more feet, or when working more than ten feet above the floor or the ground. For other institutions, appropriate precautions (i.e. additional staffing, close supervision, etc.) will be taken to ensure the safety of employees working in these hazardous areas.

5. No employee shall be assigned to work from ladders, staging, or rigging unless such equipment meets all safety regulations.



6. The provisions of all applicable rules, standards, regulations and codes promulgated under the provision of the General Laws shall apply to all apparatus, materials, equipment and structures, their installation, maintenance and operation within this College/University. The College/University and the Union shall endeavor to conform to such rules, standards, regulations, and codes.

7. Employees shall notify the appropriate office of the College/University (i.e. Office of Employee/Labor Relations or Director of Facilities) prior to notifying any administrative agency of the Commonwealth of any condition or situation concerning work orders, or work performed requiring a license, as certificate of competency, certificate of registration, or a permit.

8. Employees shall not work in areas, known by management, where toxic or radioactive materials are present unless they are made aware of the hazards. All such hazards shall be posted and identified.

9. The College/University agrees to take positive action to eliminate pets and stray animals on campus and the problems arising from the keeping of pets.

10. Employees needing transportation at the University of Massachusetts, Amherst or between satellite campuses shall be transported in enclosed vehicles during cold and/or inclement weather to perform assigned duties.

11. Employees shall not be assigned excessive or unreasonable workloads.

12. All work shall be performed under safe and sanitary conditions; provided, however, the workforce may be used to correct an unsafe or unsanitary condition.

13. Each College/University shall endeavor to keep each women's restroom equipped with a sanitary napkin dispensing machine which shall be kept supplied and in working order.

14. Those institutions that currently provide a cot suitably equipped and a chair and/or furnish adequate rest area facilities for the use of employees shall continue to do so. The issue of providing an adequate rest area will be a permanent agenda item for the College/University Safety Committee established by the terms of Article 26.

15. The College/University shall supply chemicals to eliminate nauseous odors.

16. The first aid area shall be equipped with a cot and necessary first aid supplies.

17. Employees assigned to work exposed to unreasonable conditions of weather or extremities in temperature shall be allowed reasonable rest periods each hour.

18. Power tools and saws shall be sharpened by competent individuals.

19. An occupational health and safety program is available to University of Massachusetts, Amherst employees for emergency care.

20. The College/University shall comply with the rules and regulations of the Commonwealth of Massachusetts which apply to the College/University.

The College/University agrees to endeavor to arrange for transportation to a medical facility for any employee requiring medical treatment.

When an employee is separated from the payroll because he/she has exhausted his/her sick leave, the College/University shall furnish the necessary forms for requesting group insurance coverage on a current premium basis.

21. No employee shall be assigned to work in areas where heavy moving machinery, high voltage current, or nauseous gases are present unless he/she is accompanied by one or more other employees.

22. Except at campuses where it is currently the practice of the custodial force to wash windows on the outside of buildings where it is necessary to use extension ladders, safety belts, boatswain chairs, staging, and powerlifts, no member of the custodial force shall be required to perform such tasks using said equipment.

23. Any grievance at the University of Massachusetts, Amherst and the University of Massachusetts Medical Center, Worcester which cites an alleged violation of Article 26 and which remains unresolved following the Step 2 decision may be referred to the campus Department of Environmental Health and Safety for an evaluation and recommendation in writing prior to proceeding to Step 3.

24. With all reasonable speed, areas found to contain friable asbestos containing materials shall be posted, and all reports of suspected areas of asbestos hazard shall be promptly investigated.

25. The issue of asbestos generally will be a permanent agenda item for the College/University Safety Committee established by the terms of Article 26. The Committee shall periodically review standards for adequacy with respect to current research and recommend additions to the standards where shown to be necessary.

#### Section 5.

A. In order to promote and establish a safe environment within the workplace the parties hereto agree that health and safety issues relative to VDT's shall be an appropriate item for discussion by the labor/management committee as established in Article 32.

B. VDT operators shall not be required to perform continuous duties at the work screen for periods in excess of two (2) hours at a time. For each consecutive two (2) hour period worked at his/her station, the employee shall be entitled to be away from the screen for a contiguous period of fifteen (15) minutes. Such fifteen (15) minute period may consist of an alternative job assignment or any break or lunch period otherwise authorized by this Agreement.

C. Pregnant employees who work on VDT systems may request temporary reassignment within their job description or a comparable position, and be reassigned within two weeks of notification for the duration of the pregnancy. Such work assignment shall be determined by the CEO. This request must be in writing to the CEO with verification from the employee's physician.

## ARTICLE 27

### PROBATIONARY EMPLOYEES

#### Section 1.

New employees hired into the bargaining unit shall be considered as probationary employees for the first six (6) months of their continuous employment.

#### Section 2.

The purpose of the new hire probationary period is to provide for the evaluation of an employee over a period of six (6) months. Should that period be interrupted to a significant degree, the new hire probationary period shall be extended to compensate for that absence.

#### Section 3.

At the completion of the first three (3) months and within one (1) month prior to the completion of such probationary period, each probationary employee shall be evaluated by his/her supervisor. Such evaluation shall be recorded in writing by the supervisor. The supervisor shall also indicate his/her recommendation for the retention or termination of such employee. Such employee shall receive a written copy of the supervisor's evaluation and recommendation and shall, upon written request submitted within seven (7) days of receipt, be entitled to meet with the supervisor to discuss the evaluation and recommendation prior to their transmittal to the CEO.

Section 4.

During the new hire probationary period, an employee may be disciplined or terminated without recourse to the grievance and arbitration procedures provided herein, except discipline or discharge for lawful and protected union activity.

Section 5.

An employee whose employment is severed with the College/University must serve an additional probationary period upon reemployment, whether in the same or a different job title.

Section 6.

During the Probationary Period an employee may not laterally transfer or seek lateral appointment. Nothing contained in this Section shall deny an employee the right to a promotion pursuant to Article 19.

ARTICLE 28  
DISCIPLINARY ACTION

Section 1.

A. The parties agree that corrective and disciplinary action, when imposed, shall be implemented in progressive stages from minor to severe. Such action is intended to be from a less severe to more severe corrective action in order to bring about the necessary change in work habits. An employee having successfully completed the required probationary period shall not be discharged, suspended or demoted for disciplinary reasons without just cause.

B. The provisions of this Article shall not be applied in a arbitrary or capricious manner. However, in some circumstances, actions or omissions, which have resulted or will result in harm to the institution, academic community or members thereof, may require imposition of severe sanctions in the first instance.

C. Progressive disciplinary actions may include, but are not limited to oral reprimand, oral reprimand with notation to the personnel file, written reprimand, suspension with pay, suspension without pay, demotion and discharge.

Section 2.

Just cause may include, but shall not be limited to the following with each discipline being treated on a case by case basis:



A. Willful neglect or non-performance of one or more assigned duties;

B. Demonstrated incompetence in the performance of one or more assigned duties;

C. Behavior that seriously interferes with the normal operation of the institution, the department or any members of the workforce;

D. Insubordination, which shall mean a refusal to carry out a direct order;

E. Dishonesty in the performance of assigned duties;

F. Chronic absenteeism or tardiness without reasonable excuse;

G. Unauthorized possession or use of alcohol or an unprescribed controlled substance during any period of assigned work;

H. Institutional theft.

## ARTICLE 29

### GRIEVANCE AND ARBITRATION PROCEDURE

The parties agree that they shall use the procedure set forth in this Article for the resolution of all disputes involving the application of this Agreement; unless such matters have been specifically excluded from these procedures.

#### Section 1. Definitions

A. Grievant - shall mean an employee, group of employees, or the Union on behalf of the employee(s), as the case may be, who pursuant to the terms of this Agreement, seeks resolution of a grievance.

B. Grievance - the term "Grievance" shall mean an allegation by the grievant(s) or the Union that a specific provision or provisions of this Agreement has/have been breached in its application to him/her/them. A grievance shall mean a written statement stating the event or occurrence on which the grievance is based, including the date when such breach is alleged to have occurred and the specific contractual provisions alleged to have been breached, and shall set forth the remedy requested.

C. Day - Except as otherwise provided in this Article, "day" shall mean a calendar day, exclusive of any Saturday, Sunday, holidays enumerated in Article 14 of this Agreement or duly authorized skeleton days.

D. Immediate Supervisor - the term "Immediate Supervisor" for the purposes of this Article shall mean the immediate work supervisor designated by the CEO.

E. Intermediate Supervisor - The term "Intermediate Supervisor" for the purpose of this Article shall mean the intermediate work supervisor designated by the CEO.

## Section 2.

A. A grievance may be filed at the level at which the action or inaction being grieved occurred.

B. Failure of a grievant to comply with any of the provisions of this Article shall be deemed to be a waiver of his/her right to seek resolution of the grievance under the terms of this Agreement. In determining whether there has been any such failure to comply with any of the provisions of this Article, time shall be deemed to be of the essence, and any failure of the grievant to comply with any of the time limits prescribed herein shall be deemed to be such failure to comply with the provisions of this Article; provided, however, that the time limits prescribed herein may be extended in any specific instance by mutual written agreement of the parties. If the Employer exceeds any time limit prescribed at any step in the grievance procedure, the grievant and/or the Union on behalf of the grievant(s) may assume that the grievance is denied and invoke the next step of the procedure, except, however, that only the Union may request impartial arbitration under Step 5. In the event the Union or any employee elects to pursue any matter

covered by this Agreement in any other forum the Employer shall have no obligation to process or continue to process any grievance or arbitration proceedings pursuant to this Article or Article 28 herein.

C. Any member of the unit may initiate and pursue a grievance through the steps of the grievance procedure without intervention by any agent of the exclusive representative provided however that the Union representative and/or Steward whichever is appropriate shall be notified of grievances filed by an employee on his/her own behalf and shall be afforded the opportunity to be present at any step of the grievance procedure and that any adjustment made shall not be inconsistent with the terms of this Agreement.

Any employee may request that the Union represent him/her at any Step of the grievance procedure. No other representation shall be permitted. The Union shall notify the Immediate Supervisor, the Department Head, the CEO and the Chancellor, as the case may require, of the name and the business address of such Union representative at the time he/she is so authorized to represent the grievant. Reasonable substitution of Union representation is not to be considered a breach of this notice requirement.

D. A grievance may be withdrawn at any level.

E. No reprisals of any kind shall be taken by either party to this Agreement against any unit member(s) initiating or participating in grievance.

F. Collateral Consequences of a Grievance - The fact that a grievance is alleged by a member of the bargaining unit, regardless of the ultimate disposition thereof, shall not be recorded in the official Personnel File of such member; nor shall such fact be used in making any recommendation for the job placement of such member; nor shall such member or any other member or members who participate in any way in the grievance procedure be subjected to any action by the CEO whether disciplinary or otherwise, for having processed such grievance; provided, however, that nothing herein contained shall derogate from the right of the CEO to take any action that might be authorized or required to be taken to give effect to the resolution of any grievance.

Section 3. Procedure for Filing of a Grievance

A. Step 1: Informal - Immediate Supervisor and/or Department Head

A grievant shall institute the grievance procedure of this Article by filing with his/her Immediate Supervisor and/or Department Head during the term of this Agreement a written notice that a grievance exists. Such notice need not be in the form of a grievance as defined above. Said notice need only state that the grievant seeks a resolution of a grievance. No such notice may be filed more than ten (10) days from the date of the occurrence of the event or the date on which the unit member had reasonable knowledge of the event or conditions upon which the grievance is based. The Immediate Supervisor and/or

Department Head shall meet or arrange to meet within three (3) days with the grievant and attempt to resolve the grievance. If within three (3) days after such meeting, the grievant and the Immediate Supervisor and/or Department Head have failed to agree upon a resolution of the grievance the grievant may elect to proceed to the next level.

B. Step 2: Intermediate Supervisor - Department Head and/or Personnel Officer

If the grievant elects to proceed to this Step, then within five (5) days after the expiration of the final time period provided for in Step 1, he/she shall file a grievance with the Department Head, and/or the Personnel Officer or designee. The Department Head, and/or the Personnel Officer or designee shall meet or arrange to meet with the grievant(s) within five (5) days to resolve the grievance (such arranged date not to delay the meeting more than fourteen (14) days) and shall respond in writing within ten (10) days from the date of the meeting.

C. Step 3: Chief Executive Officer of the Campus or Designee

If the grievant elects to proceed to this Step, then within seven (7) days of receipt of the Step 2 decision, he/she shall send a notice of his/her appeal to the CEO. The CEO shall meet or arrange to meet within five (5) days with the grievant for review of the grievance (such arranged date not to delay the meeting more than fourteen (14) days) and shall render a written decision within ten (10) days of the date of the meeting.

Although new violations may be identified at this level, no further issues or contract violations may be added subsequent to the close of the hearing at Step 3.

D. Step 4: Chancellor of the Board of Regents of Higher Education

If the grievant elects to proceed to this step, then within seven (7) days of receipt of the Step 3 decision, he/she shall send a notice of his/her appeal to the Chancellor of the Board of Regents of Higher Education or designee, (hereinafter in this Article "Chancellor"), and a copy of such notice to the CEO. At the time of this appeal, the Union may request a hearing and the Chancellor may, at his or her sole discretion, conduct such a hearing. The CEO shall forward forthwith a complete copy of the grievance record to the Chancellor. Within twenty (20) days of a hearing, or if no hearing is conducted within twenty (20) days of receipt of the notice required to initiate this step, the Chancellor shall review said grievance and issue a written decision.

E. Step 5: Arbitration

Within twenty (20) days of receipt of the Step 4 decision, arbitration of a grievance may be initiated subject to and in accordance with the following provisions:

1. The Union shall have the exclusive right to initiate arbitration of a grievance, the resolution of which heretofore has been sought by a member or members of the bargaining unit.

The decision or award of the arbitrator shall be final and binding upon the Union, the grievant(s) and the Board in accordance with the applicable provisions of state law.

2. The Union may initiate arbitration of a grievance only if the resolution of the grievance has been sought through all applicable steps of the Grievance Procedure and only if submission of the grievance to arbitration has been duly authorized by the Union. The Union shall give written notice to the Chancellor and CEO that it intends to submit a grievance to arbitration.

3. The Union and the Employer and/or the College/University shall select an arbitrator pursuant to normal American Arbitration Association procedures.

4. The arbitrator shall convene a hearing giving due regard to the necessity of the parties for time to prepare and the availability of witnesses, if any. The arbitrator shall give at least ten (10) days notice to the parties prior to the scheduled hearing date.

5. The Union, Employer and/or College/University shall have the right to be represented by counsel at any hearing convened by the arbitrator pursuant to the provisions of this Article. All proceedings before the arbitrator, including his/her jurisdiction to inquire into any issue presented by the complaint and his/her authority to render an award, shall be governed solely by the provisions of this Article.



6. Decision of the Arbitrator

Within thirty (30) days after the conclusion of the hearing, the arbitrator shall determine:

- a. Whether the Union and, where an employee or group of employees sought resolution of the grievance through the applicable Steps of this Article, such employee or group of employees, has complied with the procedures for initiating and pursuing a grievance as set forth in this Article;
- b. Whether the complaint alleges an express breach of the contract;
- c. Whether the arbitrator has jurisdiction to arbitrate; and
- d. Whether an express provision of this Agreement has been violated in its application to the grievant. The arbitrator shall render a decision in writing, shall state the reasons therefor, and shall promptly provide copies of the decision to the parties to the arbitration proceeding.

Anything herein contained to the contrary notwithstanding, in making a decision the arbitrator shall apply the express provision of this Agreement and shall not alter, amend or extend, or revise any term or condition hereof.

The decision of the arbitrator shall be final and binding on all parties to the arbitration proceeding and shall be enforceable in any court of competent jurisdiction.

#### 7. Costs of Arbitration

In all arbitration proceedings, the arbitrator's fees and expenses shall be paid fifty percent (50%) by the Union and fifty percent (50%) by the appropriate College/University.

#### Section 4. Application

The parties hereby agree that the provisions of Section 53 of Chapter 30 of the General Laws are, in their entirety, hereby rendered of no force and effect in their application to members of the bargaining unit.

#### Section 5. Systemwide Grievances

A. Whenever either of the parties is of the opinion that the resolution of a grievance involves an interpretation of the terms of this Agreement and is of systemwide applicability, either party may petition the Chancellor to treat such grievance as a systemwide grievance.

B. To initiate such proceedings the Union or the CEO shall within seven (7) days of the expiration of the final time period provided for in Step 1, file the grievance with the Chancellor specifying therein the reasons why the grievance should be treated as a systemwide grievance.

C. The Chancellor shall, within ten (10) days of filing of such grievance, determine whether or not the grievance shall be treated as a systemwide grievance.

D. If the Chancellor accepts the complaint as a systemwide grievance a hearing shall be held and within thirty (30) days of said hearing, he/she shall render a written decision.

E. Within ten (10) days of receipt of the Chancellor's decision in a systemwide grievance, arbitration may be initiated in accordance with Step 5 or this Article.

F. If the Chancellor declines to accept the grievance as a systemwide grievance, the Union or grievant may, within seven (7) days following receipt of the Chancellor's decision, file the grievance at Step 2 of the Grievance Procedure at the College/University where such grievance is alleged to have occurred.

#### Section 6. Admission & Grounds of Appeal

A. Admission - The resolution of a grievance by the Immediate Supervisor, the Department Head, the CEO, the Chancellor, or any of their designees, as the case may be, shall not be deemed to be an admission by the Employer that the grievance has, for any other purpose or proceeding, standing as a grievance or constitutes an admission of any violation or breach of the terms of this Agreement, or is cognizable or justiciable according to any applicable provisions of the laws of the Commonwealth.

B. Grounds of Appeal - The Employer and the Union shall have the right to appeal any final decision of the arbitrator pursuant to the provisions of Chapter 150E, Section 8, and Chapter 150C, Section 10, 11 and 12 of the General Laws.

ARTICLE 30  
PERSONNEL FILES

Section 1.

An employee shall have the right to inspect his/her personnel file during regular business hours upon request and when necessary by appointment, and shall have a right to copy at his/her expense. The Union, or a representative thereof, shall have access to an employee's personnel file upon prior written authorization of such employee.

Section 2.

Whenever any evaluative material is inserted into the personnel file or records of an employee, such employee shall be given a copy of such material within a reasonable time.

Section 3.

A. The employee may challenge the accuracy or propriety of such material by filing a written statement of the challenge in the personnel file.

B. Grievances relative to materials in the personnel file shall be limited to those materials which result in a negative action. Upon determination at any step of the grievance procedure that such material, or portion thereof, is either inaccurate or improperly placed in such employee's personnel

records, such inaccurate material, or portion thereof shall be removed from the file, together with any of the employee's statements related thereto.

Section 4.

Upon written request of the employee, all negative material shall be removed from an employee's personnel records on file after four (4) years.

Section 5.

Whenever any individual(s) inspects the personnel file of a unit member, except those who do so in the regular course of business, the date and name of the individual(s) shall be noted in the file.

ARTICLE 31  
EVALUATION OF EMPLOYEES

Section 1.

Performance evaluations are designed to serve the needs of both the employee and Employer. An organized program for employee performance evaluation will:

- A. Improve employee satisfaction and potentially reduce employee absenteeism, turnover, and grievance;
- B. Serve as an important motivational tool and improve the quality of job performance;
- C. Enhance the ability to achieve Affirmative Action goals through improved supervisor-employee communications;
- D. Base personnel actions on objective, accurate and fair performance appraisals;
- E. Monitor the performance of probationary employees on a timely basis.

Performance evaluation is the review and rating of all factors relevant to an employee's effectiveness on the job. It involves observation, guidance, training and open communication between the employee and supervisor. For it to be of significant benefit to both the individual employee and the Employer, it should be a continuous process.

Performance evaluation should be seen primarily as a developmental tool. Its purpose is to assess an employee's job related strengths and weaknesses and develop his/her competence

to the fullest. In a correctly executed evaluation, the supervisor and the employee work together to find the means by which the employee's ability can be strengthened and directed.

#### Section 2.

Performance evaluation of an employee shall be made annually by the supervisor within sixty (60) days prior to the anniversary date of initial hire or appointment to present position with the exception of a probationary employee who shall be evaluated at completion of the first three (3) months of probationary service and within one month prior to the completion of the probationary period. Such evaluation will be recorded in writing on the form attached hereto, as Appendix I, and shall be made on the basis of the following criteria:

- A. Quality and quantity of work;
- B. Work habits;
- C. Work attitudes;
- D. Working relationships with others;
- E. Supervisory ability (if employee supervises others).

#### Section 3.

Each employee shall receive a written copy of his/her evaluation and shall be entitled to discuss the evaluation with his/her immediate supervisor and, if requested, with the supervisor of the next higher level than the immediate supervisor

who has been assigned to review the performance evaluation. For the purpose of this Article, the term immediate supervisor shall mean an individual who is outside of the bargaining unit.

#### Section 4.

The personnel officer shall receive all evaluations from the immediate supervisors and shall retain such evaluations, together with any recommendations made on the basis of any such evaluation, and evidence or materials submitted in support of such evaluation, in the respective personnel file of each employee.

Upon receipt of an employee's evaluation, the Personnel Officer and/or designee shall determine whether a rating of "Exceeds Expectations", "Meets Expectations" or "Fails to Meet Expectations" shall apply.

For employees who receive a rating of "Exceeds Expectations" or "Meets Expectations" a Point Average shall be compiled. The Point Average shall be compiled as follows:

- For a rating of Superior, four (4) points shall be granted;
- For a rating of Above Standard, three (3) points shall be granted;
- For a rating of Good, two (2) points shall be granted;
- For a rating of Fair, one (1) point shall be granted;
- For a rating of Unsatisfactory, zero (0) points shall be granted.



The total number of points shall then be divided by the number of categories rated (exclude Not Applicable). The result shall be the employee's Point Average for the determination of the Merit Award.

Section 5.

Any evaluation so retained in respect of any employee may be reviewed by such employee in the office of the Personnel Officer at any reasonable time upon prior written notice. Such employee shall have the right to file a written statement in response to any such evaluation.

Section 6.

A. An employee may not grieve the substance of his/her evaluation, except where such evaluation results in a negative action.

B. Employees may grieve the evaluation procedure, as set out in the preceding Sections of this Article, to step four (4) of the grievance procedure.

ARTICLE 32  
LABOR/MANAGEMENT COMMITTEE

Section 1. Board Level

There shall be established a Committee to be known as the Labor/Management Committee for each of the following: (1) the State and Community Colleges (2) the Universities; and (3) the Service Employees International Union. The purpose of each Committee shall be to discuss matters of system-wide applicability which are of mutual concern to the Board and the Union.

Each Committee shall be comprised of six (6) members: three (3) representing the Board and three (3) representing the Union. Such representatives shall be appointed respectively by the Vice Chancellor for Employee Relations of the Board and the Union. In addition, the Vice Chancellor for Employee Relations of the Board shall designate the Chairperson for management and the Union shall designate the Chairperson for the Union.

There shall be two meetings per year, unless mutually agreed otherwise, with the position of chairperson alternating between the Board and the Union. Both parties may submit items for the agenda to the chairperson at least two (2) weeks in advance of any scheduled meetings. The agenda shall be distributed one (1) week in advance.

It is understood that said Committee shall not discuss pending grievances and shall have no power to negotiate, alter, or amend the terms of this Agreement.

## Section 2. Campus Level

There shall be established a Committee at the campus level to be known as the Labor/Management Committee. Such Committee shall be comprised of six (6) members: three (3) representing the campus administration and three (3) representing the local Union. Such representatives shall be appointed respectively by the CEO and the local Union. In addition, the CEO shall designate the chairperson for the local campus administration and the local Union shall designate the chairperson for the Union. The purpose of said Committee shall be to discuss matters of mutual concern to the campus and local Union.

There shall be four (4) meetings per year, unless mutually agreed otherwise, with the position of chairperson alternating between the campus administration and the local Union. Both parties may submit items for the agenda to the chairperson at least two (2) weeks in advance of any scheduled Committee meetings. The agenda shall be distributed one (1) week in advance of any scheduled Committee meetings. It is understood that said Committee shall not discuss pending grievances and shall have no power to negotiate, alter or amend the terms of this Agreement.

ARTICLE 33

NO STRIKE/NO LOCKOUTS

Section 1.

Neither the Union nor any employee shall engage in, induce, support, encourage, or condone a strike, work stoppage, slowdown or withholding of services of employees.

Section 2.

The Union shall exert its best efforts to prevent any violation of Section 1 of this Article and, if such action does occur, to exert its best efforts to terminate it.

Section 3.

The Employer agrees not to engage in the lockout of unit employees.

## ARTICLE 34

### COST ITEMS AND APPROPRIATION BY THE GENERAL COURT

#### Section 1.

The cost items contained in this Agreement shall not become effective unless appropriation necessary to fully fund such cost items have been enacted by the General Court in accordance with Massachusetts General Laws, Chapter 150E, Section 7 and allocated by the Governor to the Board of Regents, in which case the cost items shall be effective on the effective dates provided in this Agreement.

#### Section 2.

All employees shall receive the benefit of the cost items of this Agreement in the cases where those cost items are effective for state-funded employees. In the case of Institute, Grant or Contract employees, support funds must be available in the specific institute, grant or contract budget for the fiscal year in which payment must be made.

#### Section 3.

The Employer shall make a request for the funding of this Agreement as required by Massachusetts General Laws, Chapter 150E, Section 7. In the event the funding requested by the above section is not provided, the cost items shall be returned to the parties for further bargaining.

Section 4.

The provisions contained in this Article shall not be construed to add to or detract from the bargaining units.

ARTICLE 35  
SAVINGS CLAUSE

If any of the provisions of this Agreement shall in any manner conflict with, or contravene any federal or state law, or the rules and regulations promulgated thereunder, such provisions shall be considered null and void and shall not be binding on the parties hereto; in such event, the remaining provisions of this Agreement shall remain in full force and effect and the Employer agrees to reopen negotiations on said issue(s).

The provisions of this Article notwithstanding, the parties may, by mutual agreement, upon the request of one or both parties, reopen negotiations on the provisions of this Agreement prior to the expiration date as provided in Article 36.

ARTICLE 36

DURATION

This Agreement shall be for the three (3) year period from July 1, 1986 to June 30, 1989 and terms contained herein shall become effective on the date of its execution by the parties unless otherwise specified. At the written request of either party, negotiations for a subsequent agreement will be commenced on or after March 1, 1989.

This Agreement will remain in full force and effect until a new Agreement is executed or an impasse in negotiations is reached.

Nothing herein shall derogate from the legal rights and duties of the respective parties relative to matters that impact mandatory subjects of collective bargaining.



Agreement between the Board of Regents of Higher Education and the American Federation of State, County, and Municipal Employees, AFL-CIO, Service Employees International Union, AFL-CIO and International Brotherhood of Electrical Workers, AFL-CIO.

Agreement signed this 19th day of August, 1986.

For the Unions

Whiting Jackson  
Jon J. Gluber  
Joseph W. Myers  
Sharon E. Tuske  
Josephine H. Stone  
R. G. Galt  
Maureen L. Wood  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For the Board of Regents  
of Higher Education

Carlton R. Baker  
Margaret Myers  
Pete W. Hoffmann  
Charles E. Catlett  
John J. Evans  
Carol P. Shanks  
Paul J. Jorgensen  
William C. Smith  
Kevin P. Barnett  
Brend D. Leonard

Appendix A

OFFICE OF EMPLOYEE/LABOR RELATIONS

For use by Classified Employees in Units  
covered under the current Agreement  
between the University of Massachusetts  
at Amherst and AFSCME/Local 1776.  
This form promulgated by the Board of  
Regents pursuant to Article 12.

UNIVERSITY OF MASSACHUSETTS AT AMHERST  
Request For Extension of Sick Leave  
(To be forwarded by the Employee to the  
Chief Executive Officer of the Campus (CEO))

NAME \_\_\_\_\_ DATE \_\_\_\_\_  
TITLE \_\_\_\_\_ JOB GRADE \_\_\_\_\_  
DATE OF EMPLOYMENT \_\_\_\_\_  
TOTAL NUMBER OF WORKING DAYS REQUESTED \_\_\_\_\_  
FROM: MONTH \_\_\_\_\_ DAY \_\_\_\_\_  
TO: MONTH \_\_\_\_\_ DAY \_\_\_\_\_  
WORKING DAYS OFF THE PAYROLL PRIOR TO REQUESTED LEAVE:  
FROM: MONTH \_\_\_\_\_ DAY \_\_\_\_\_  
TO: MONTH \_\_\_\_\_ DAY \_\_\_\_\_

ATTACHMENTS:

Statement from a physician indicating the nature of the illness  
and the anticipated date of return to full-time duties.

\_\_\_\_\_  
(Employee's Signature) (Date)

-----  
To be completed by the CEO and returned to Employee

DATE RECEIVED BY CEO: \_\_\_\_\_ DATE OF DECISION: \_\_\_\_\_  
CEO'S DECISION: APPROVE \_\_\_\_\_ DISAPPROVE \_\_\_\_\_

\_\_\_\_\_  
(Signature of the CEO) (Date)

cc: Chief Steward, AFSCME  
Supervisor

APPENDIX B (1)  
SCHEDULE OF WEEKLY SALARY RATES  
AS OF JUNE 28, 1986

JOB GRADE	STEP					PROMOTION FACTOR	STEP INCREMENT
	1	2	3	4	5		
1	\$218.06	\$228.04	\$238.02	\$248.00	\$257.98	\$4.99	\$9.98
2	\$222.53	\$232.51	\$242.49	\$252.47	\$262.45	\$4.99	\$9.98
3	\$226.31	\$237.63	\$248.95	\$260.27	\$271.59	\$5.66	\$11.32
4	\$232.89	\$244.21	\$255.53	\$266.85	\$278.17	\$5.66	\$11.32
5	\$237.07	\$249.36	\$261.65	\$273.94	\$286.23	\$6.13	\$12.29
6	\$245.95	\$258.24	\$270.53	\$282.82	\$295.11	\$6.13	\$12.29
7	\$252.52	\$266.00	\$279.48	\$292.96	\$306.44	\$6.73	\$13.48
8	\$258.66	\$273.29	\$287.92	\$302.55	\$317.18	\$7.31	\$14.63
9	\$268.88	\$284.93	\$300.98	\$317.03	\$333.08	\$8.03	\$16.05
10	\$279.70	\$296.73	\$313.76	\$330.79	\$347.82	\$8.51	\$17.03
11	\$289.82	\$308.36	\$326.90	\$345.44	\$363.98	\$9.27	\$18.54
12	\$303.03	\$322.47	\$341.91	\$361.35	\$380.79	\$9.70	\$19.44
13	\$320.56	\$341.03	\$361.50	\$381.97	\$402.44	\$10.23	\$20.47
14	\$334.27	\$358.31	\$382.35	\$406.39	\$430.43	\$12.02	\$24.04
15	\$351.15	\$377.33	\$403.51	\$429.69	\$455.87	\$13.12	\$26.18
16	\$370.13	\$398.78	\$427.43	\$456.08	\$484.73	\$14.69	\$28.65
17	\$392.45	\$422.22	\$451.99	\$481.76	\$511.53	\$15.34	\$29.77
18	\$411.23	\$442.99	\$474.75	\$506.51	\$538.27	\$16.60	\$31.76
19	\$432.52	\$466.33	\$500.14	\$533.95	\$567.76	\$17.87	\$33.81
20	\$455.75	\$490.59	\$525.43	\$560.27	\$595.11	\$18.46	\$34.84
21	\$476.94	\$514.04	\$551.14	\$588.24	\$625.34	\$19.87	\$37.10
22	\$500.62	\$539.86	\$579.10	\$618.34	\$657.58	\$21.20	\$39.24
23	\$526.25	\$566.54	\$606.83	\$647.12	\$687.41	\$21.80	\$40.29
24	\$550.05	\$592.27	\$634.49	\$676.71	\$718.93	\$22.98	\$42.22

APPENDIX B (2)  
SCHEDULE OF WEEKLY SALARY RATES  
AS OF JUNE 29, 1986

JOB GRADE	STEP					PROMOTION FACTOR	STEP INCREMENT
	1	2	3	4	5		
1	\$226.78	\$237.16	\$247.54	\$257.92	\$268.30	\$5.19	\$10.38
2	\$231.43	\$241.81	\$252.19	\$262.57	\$272.95	\$5.19	\$10.38
3	\$235.36	\$247.14	\$258.92	\$270.70	\$282.48	\$5.89	\$11.78
4	\$242.21	\$253.99	\$265.77	\$277.55	\$289.33	\$5.89	\$11.78
5	\$246.55	\$259.34	\$272.13	\$284.92	\$297.71	\$6.38	\$12.79
6	\$255.79	\$268.58	\$281.37	\$294.16	\$306.95	\$6.38	\$12.79
7	\$262.62	\$276.64	\$290.66	\$304.68	\$318.70	\$7.00	\$14.02
8	\$269.01	\$284.23	\$299.45	\$314.67	\$329.89	\$7.60	\$15.22
9	\$279.64	\$296.33	\$313.02	\$329.71	\$346.40	\$8.35	\$16.69
10	\$290.89	\$308.60	\$326.31	\$344.02	\$361.73	\$8.85	\$17.71
11	\$301.41	\$320.70	\$339.99	\$359.28	\$378.57	\$9.64	\$19.29
12	\$315.15	\$335.37	\$355.59	\$375.81	\$396.03	\$10.09	\$20.22
13	\$333.38	\$354.67	\$375.96	\$397.25	\$418.54	\$10.64	\$21.29
14	\$347.64	\$372.65	\$397.66	\$422.67	\$447.68	\$12.50	\$25.01
15	\$365.20	\$392.43	\$419.66	\$446.89	\$474.12	\$13.64	\$27.23
16	\$384.94	\$414.74	\$444.54	\$474.34	\$504.14	\$15.28	\$29.80
17	\$408.15	\$439.11	\$470.07	\$501.03	\$531.99	\$15.95	\$30.96
18	\$427.68	\$460.71	\$493.74	\$526.77	\$559.80	\$17.26	\$33.03
19	\$449.82	\$484.99	\$520.16	\$555.33	\$590.50	\$18.58	\$35.17
20	\$473.98	\$510.22	\$546.46	\$582.70	\$618.94	\$19.20	\$36.24
21	\$496.02	\$534.61	\$573.20	\$611.79	\$650.38	\$20.66	\$38.59
22	\$520.64	\$561.45	\$602.26	\$643.07	\$683.88	\$22.05	\$40.81
23	\$547.30	\$589.21	\$631.12	\$673.03	\$714.94	\$22.67	\$41.91
24	\$572.05	\$615.96	\$659.87	\$703.78	\$747.69	\$23.90	\$43.91
25	\$596.79	\$642.94	\$689.09	\$735.24	\$781.39	\$25.29	\$46.15
26	\$618.83	\$666.97	\$715.11	\$763.25	\$811.39	\$26.53	\$48.14

APPENDIX B (3)  
SCHEDULE OF WEEKLY SALARY RATES  
AS OF JUNE 28, 1987

JOB GRADE	STEP					PROMOTION FACTOR	STEP INCREMENT
	1	2	3	4	5		
1	\$235.85	\$246.65	\$257.45	\$268.25	\$279.05	\$5.40	\$10.80
2	\$240.69	\$251.49	\$262.29	\$273.09	\$283.89	\$5.40	\$10.80
3	\$244.77	\$257.02	\$269.27	\$281.52	\$293.77	\$6.12	\$12.25
4	\$251.90	\$264.15	\$276.40	\$288.65	\$300.90	\$6.12	\$12.25
5	\$256.41	\$269.72	\$283.03	\$296.34	\$309.65	\$6.63	\$13.31
6	\$266.02	\$279.33	\$292.64	\$305.95	\$319.26	\$6.63	\$13.31
7	\$273.12	\$287.71	\$302.30	\$316.89	\$331.48	\$7.28	\$14.59
8	\$279.77	\$295.60	\$311.43	\$327.26	\$343.09	\$7.91	\$15.83
9	\$290.83	\$308.19	\$325.55	\$342.91	\$360.27	\$8.69	\$17.36
10	\$302.53	\$320.95	\$339.37	\$357.79	\$376.21	\$9.20	\$18.42
11	\$313.47	\$333.53	\$353.59	\$373.65	\$393.71	\$10.03	\$20.06
12	\$327.76	\$348.79	\$369.82	\$390.85	\$411.88	\$10.49	\$21.03
13	\$346.72	\$368.86	\$391.00	\$413.14	\$435.28	\$11.06	\$22.14
14	\$361.55	\$387.56	\$413.57	\$439.58	\$465.59	\$13.00	\$26.01
15	\$379.81	\$408.13	\$436.45	\$464.77	\$493.09	\$14.19	\$28.32
16	\$400.34	\$431.34	\$462.34	\$493.34	\$524.34	\$15.89	\$31.00
17	\$424.48	\$456.68	\$488.88	\$521.08	\$553.28	\$16.59	\$32.20
18	\$444.79	\$479.14	\$513.49	\$547.84	\$582.19	\$17.95	\$34.35
19	\$467.81	\$504.39	\$540.97	\$577.55	\$614.13	\$19.33	\$36.58
20	\$492.94	\$530.63	\$568.32	\$606.01	\$643.70	\$19.97	\$37.69
21	\$515.86	\$556.00	\$596.14	\$636.28	\$676.42	\$21.49	\$40.14
22	\$541.47	\$583.92	\$626.37	\$668.82	\$711.27	\$22.93	\$42.45
23	\$569.19	\$612.78	\$656.37	\$699.96	\$743.55	\$23.58	\$43.59
24	\$594.93	\$640.60	\$686.27	\$731.94	\$777.61	\$24.86	\$45.67
25	\$620.66	\$668.66	\$716.66	\$764.66	\$812.66	\$26.30	\$48.00
26	\$643.58	\$693.65	\$743.72	\$793.79	\$843.86	\$27.59	\$50.07

APPENDIX B (4)  
SCHEDULE OF WEEKLY SALARY RATES  
AS OF JUNE 26, 1988

JOB GRADE	STEP					PROMOTION FACTOR	STEP INCREMENT
	1	2	3	4	5		
1	\$247.64	\$258.98	\$270.32	\$281.66	\$293.00	\$5.67	\$11.34
2	\$252.72	\$264.06	\$275.40	\$286.74	\$298.08	\$5.67	\$11.34
3	\$257.01	\$269.87	\$282.73	\$295.59	\$308.45	\$6.43	\$12.86
4	\$264.50	\$277.36	\$290.22	\$303.08	\$315.94	\$6.43	\$12.86
5	\$269.23	\$283.21	\$297.19	\$311.17	\$325.15	\$6.96	\$13.98
6	\$279.32	\$293.30	\$307.28	\$321.26	\$335.24	\$6.96	\$13.98
7	\$286.78	\$302.10	\$317.42	\$332.74	\$348.06	\$7.64	\$15.32
8	\$293.76	\$310.38	\$327.00	\$343.62	\$360.24	\$8.30	\$16.62
9	\$305.37	\$323.60	\$341.83	\$360.06	\$378.29	\$9.12	\$18.23
10	\$317.66	\$337.00	\$356.34	\$375.68	\$395.02	\$9.66	\$19.34
11	\$329.14	\$350.21	\$371.28	\$392.35	\$413.42	\$10.53	\$21.07
12	\$344.15	\$366.23	\$388.31	\$410.39	\$432.47	\$11.02	\$22.08
13	\$364.06	\$387.31	\$410.56	\$433.81	\$457.06	\$11.62	\$23.25
14	\$379.63	\$406.94	\$434.25	\$461.56	\$488.87	\$13.65	\$27.31
15	\$398.80	\$428.54	\$458.28	\$488.02	\$517.76	\$14.90	\$29.74
16	\$420.36	\$452.91	\$485.46	\$518.01	\$550.56	\$16.68	\$32.55
17	\$445.70	\$479.51	\$513.32	\$547.13	\$580.94	\$17.42	\$33.81
18	\$467.03	\$503.10	\$539.17	\$575.24	\$611.31	\$18.85	\$36.07
19	\$491.20	\$529.61	\$568.02	\$606.43	\$644.84	\$20.29	\$38.41
20	\$517.59	\$557.17	\$596.75	\$636.33	\$675.91	\$20.96	\$39.58
21	\$541.65	\$583.80	\$625.95	\$668.10	\$710.25	\$22.57	\$42.15
22	\$568.54	\$613.12	\$657.70	\$702.28	\$746.86	\$24.08	\$44.58
23	\$597.65	\$643.42	\$689.19	\$734.96	\$780.73	\$24.76	\$45.77
24	\$624.68	\$672.64	\$720.60	\$768.56	\$816.52	\$26.10	\$47.96
25	\$651.69	\$702.09	\$752.49	\$802.89	\$853.29	\$27.62	\$50.40
26	\$675.76	\$728.34	\$780.92	\$833.50	\$886.08	\$28.97	\$52.58

APPENDIX C (1)  
IN SERVICE RECOGNITION  
1987 - 1988

JOB GRADE	IN SERVICE RECOGNITION PLAN				MERIT PLAN			
	% PAY				% PAY			
	1.00%	1.25%	1.50%	1.75%	1.50%	1.75%	2.00%	2.25%
	YEARS SERVICE				YEARS SERVICE			
	5 -10	10-15	15-20	20 +	5 -10	10-15	15-20	20 +
5	\$161.02	\$201.27	\$241.53	\$281.78	\$241.53	\$281.78	\$322.04	\$362.29
6	\$166.02	\$207.52	\$249.02	\$290.53	\$249.02	\$290.53	\$332.03	\$373.53
7	\$172.37	\$215.46	\$258.55	\$301.65	\$258.55	\$301.65	\$344.74	\$387.83
8	\$178.41	\$223.01	\$267.61	\$312.21	\$267.61	\$312.21	\$356.81	\$401.42
9	\$187.34	\$234.18	\$281.01	\$327.85	\$281.01	\$327.85	\$374.68	\$421.52
10	\$195.63	\$244.54	\$293.44	\$342.35	\$293.44	\$342.35	\$391.26	\$440.17
11	\$204.73	\$255.91	\$307.09	\$358.28	\$307.09	\$358.28	\$409.46	\$460.64
12	\$214.18	\$267.72	\$321.27	\$374.81	\$321.27	\$374.81	\$428.36	\$481.90
13	\$226.35	\$282.93	\$339.52	\$396.10	\$339.52	\$396.10	\$452.69	\$509.28
14	\$242.11	\$302.63	\$363.16	\$423.69	\$363.16	\$423.69	\$484.21	\$544.74
15	\$256.41	\$320.51	\$384.61	\$448.71	\$384.61	\$448.71	\$512.81	\$576.92
16	\$272.66	\$340.82	\$408.99	\$477.15	\$408.99	\$477.15	\$545.31	\$613.48
17	\$287.71	\$359.63	\$431.56	\$503.48	\$431.56	\$503.48	\$575.41	\$647.34
18	\$302.74	\$378.42	\$454.11	\$529.79	\$454.11	\$529.79	\$605.48	\$681.16
19	\$319.35	\$399.18	\$479.02	\$558.86	\$479.02	\$558.86	\$638.70	\$718.53
20	\$334.72	\$418.41	\$502.09	\$585.77	\$502.09	\$585.77	\$669.45	\$753.13
21	\$351.74	\$439.67	\$527.61	\$615.54	\$527.61	\$615.54	\$703.48	\$791.41
22	\$369.86	\$462.33	\$554.79	\$647.26	\$554.79	\$647.26	\$739.72	\$832.19
23	\$386.65	\$483.31	\$579.97	\$676.63	\$579.97	\$676.63	\$773.29	\$869.95
24	\$404.36	\$505.45	\$606.54	\$707.63	\$606.54	\$707.63	\$808.71	\$909.80
25	\$422.58	\$528.23	\$633.87	\$739.52	\$633.87	\$739.52	\$845.17	\$950.81
26	\$438.81	\$548.51	\$658.21	\$767.91	\$658.21	\$767.91	\$877.61	\$987.32

APPENDIX C (2)  
IN SERVICE RECOGNITION  
1988 - 1989

JOB GRADE	IN SERVICE RECOGNITION PLAN				MERIT PLAN			
	% PAY				% PAY			
	1.00%	1.25%	1.50%	1.75%	1.50%	1.75%	2.00%	2.25%
	YEARS		SERVICE		YEARS		SERVICE	
	5 -10	10-15	15-20	20 +	5 -10	10-15	15-20	20 +
5	\$169.08	\$211.35	\$253.62	\$295.89	\$253.62	\$295.89	\$338.16	\$380.43
6	\$174.32	\$217.91	\$261.49	\$305.07	\$261.49	\$305.07	\$348.65	\$392.23
7	\$180.99	\$226.24	\$271.49	\$316.73	\$271.49	\$316.73	\$361.98	\$407.23
8	\$187.32	\$234.16	\$280.99	\$327.82	\$280.99	\$327.82	\$374.65	\$421.48
9	\$196.71	\$245.89	\$295.07	\$344.24	\$295.07	\$344.24	\$393.42	\$442.60
10	\$205.41	\$256.76	\$308.12	\$359.47	\$308.12	\$359.47	\$410.82	\$462.17
11	\$214.98	\$268.72	\$322.47	\$376.21	\$322.47	\$376.21	\$429.96	\$483.70
12	\$224.88	\$281.11	\$337.33	\$393.55	\$337.33	\$393.55	\$449.77	\$505.99
13	\$237.67	\$297.09	\$356.51	\$415.92	\$356.51	\$415.92	\$475.34	\$534.76
14	\$254.21	\$317.77	\$381.32	\$444.87	\$381.32	\$444.87	\$508.42	\$571.98
15	\$269.24	\$336.54	\$403.85	\$471.16	\$403.85	\$471.16	\$538.47	\$605.78
16	\$286.29	\$357.86	\$429.44	\$501.01	\$429.44	\$501.01	\$572.58	\$644.16
17	\$302.09	\$377.61	\$453.13	\$528.66	\$453.13	\$528.66	\$604.18	\$679.70
18	\$317.88	\$397.35	\$476.82	\$556.29	\$476.82	\$556.29	\$635.76	\$715.23
19	\$335.32	\$419.15	\$502.98	\$586.80	\$502.98	\$586.80	\$670.63	\$754.46
20	\$351.47	\$439.34	\$527.21	\$615.08	\$527.21	\$615.08	\$702.95	\$790.81
21	\$369.33	\$461.66	\$553.99	\$646.33	\$553.99	\$646.33	\$738.66	\$830.99
22	\$388.37	\$485.46	\$582.55	\$679.64	\$582.55	\$679.64	\$776.73	\$873.83
23	\$405.98	\$507.47	\$608.97	\$710.46	\$608.97	\$710.46	\$811.96	\$913.45
24	\$424.59	\$530.74	\$636.89	\$743.03	\$636.89	\$743.03	\$849.18	\$955.33
25	\$443.71	\$554.64	\$665.57	\$776.49	\$665.57	\$776.49	\$887.42	\$998.35
26	\$460.76	\$575.95	\$691.14	\$806.33	\$691.14	\$806.33	\$921.52	\$1,036.71



## APPENDIX D

### TEMPORARY WORK ASSIGNMENT FORM

This form must be completed by an employee who has been assigned by his/her immediate supervisor to perform the duties of a higher rated position.

This form must be completed and submitted to your immediate supervisor no later than the tenth working day of your performance of the higher rated position's duties.

---

Name of Employee	Area of Assignment
Employee Number	Title of Present Position
Title of Higher Rated Position to which you have been assigned	Effective Date of Assignment
Signature of Employee	Date of Signature

---

#### IMMEDIATE SUPERVISOR

Name of Immediate Supervisor	Area of Responsibility
Date Form Received from Employee	Employee's Present Title
Title of Higher Position that you assigned to employee	Effective Date of Assignment
Previous Incumbent of Position	
Reasons for Assignment:	
Anticipated Duration of Assignment:	

Signature of Immediate Supervisor	Date of Signature
Signature of Intermediate Supervisor/Department Head	Date of Signature

IMMEDIATE SUPERVISOR MUST FORWARD ORIGINAL TEMPORARY WORK ASSIGNMENT FORM TO THE INSTITUTION PERSONNEL OFFICER AFTER OBTAINING THE SIGNATURE OF THE INTERMEDIATE SUPERVISOR/DEPARTMENT HEAD.

Temporary Work Assignment (Continued -)

INSTITUTIONAL PERSONNEL OFFICER

Approval ☐

\_\_\_\_\_  
Title of Higher Rated Position

Disapproval ☐ \*

\_\_\_\_\_  
Duration of Assignment

\*Reason for Disapproval:

\_\_\_\_\_  
Signature of Institutional Personnel  
Officer

\_\_\_\_\_  
Date of Signature

cc: Employee:  
Immediate Supervisor:  
Intermediate Supervisor:

APPENDIX E  
REQUEST TO APPEAL CLASSIFICATION OF  
TRUST-FUNDED POSITION

REQUEST TO APPEAL CLASSIFICATION OF TRUST-FUNDED POSITION

Personnel Administrator  
Personnel Office  
Whitmore Administration Building  
University of Massachusetts

Dear Sir:

I hereby appeal the classification of my trust-funded position and request a classification audit and evaluation in order to determine whether it is appropriately classified in the University of Massachusetts classification plan.

I am requesting that my position be changed from

Title: \_\_\_\_\_ To Title: \_\_\_\_\_

Enclosed is a fact sheet listing my current duties and other pertinent information.

Sincerely yours,

\_\_\_\_\_  
Name

\_\_\_\_\_  
Department

\_\_\_\_\_  
Home Address

APPENDIX E  
REQUEST TO APPEAL CLASSIFICATION OF  
TRUST-FUNDED POSITION

PLEASE TYPE OR PRINT

NAME:

PRESENT TITLE:

GRADE:

REQUESTED TITLE:

GRADE:

DEPARTMENT:

IMMEDIATE SUPERVISOR'S NAME:

UNIT:

IMMEDIATE SUPERVISOR'S TITLE:

DATE OF HIRE IN CURRENT POSITION:

NAME AND TITLE OF PERSONS YOU  
SUPERVISE (if any):

CHANGES IN DUTIES AND RESPONSIBILITIES SINCE ASSUMING CURRENT POSITION:

LIST DUTIES PERFORMED (use additional page if necessary):

APPROXIMATE %  
OF TIME SPENT  
ON EACH DUTY

## APPENDIX F

## CLASSIFICATION PLAN

<u>Title (Old)</u>	<u>Old JG</u>	<u>Title (New)</u>	<u>Other</u>	
			<u>New JG</u>	<u>New JG</u>
* Administrative Assistant	15	Administrative Assistant I	15	16*
Animal Room Attendant	06	Animal Caretaker I	07	
Animal Room Supervisor	08	Animal Caretaker II	09	
Apprentice I	06	Apprentice I	07	
Apprentice II	07	Apprentice II	08	
Apprentice III	08	Apprentice III	09	
Apprentice IV	09	Apprentice IV	10	
Assistant Baker	06	Baker I	07	
Assistant Cook, U of M	05	Dietary Worker I	06	07d
Assistant Herdsman	07	Farm Worker II	09	
Assistant Carpet Repairman	09	Floor Covering Installer and Repairer I	10	
Assistant Manager, Recreation Facilities I	11	Recreation Facilities Supervisor I	12	
Assistant Head Laundryman	09	Launderer II	10	
Assistant Institution Chief Power Plant Engineer A-EO	18	First Class Power Plant Engineer	19	20c
Assistant Maintenance Foreman, Working, U of M	11	Maintainer II	11	
Assistant Manager of Computer Operations	19	Assistant Manager of Computer Operations	19	
Assistant Snack Bar Manager, U of M	09	Assistant Snack Bar Manager, U of M	09	
Audio Visual Equipment Technician	13	Audio Visual Equipment Technician I	14	
Baker	10	Baker II	11	
Boatswain	12	Seaman II	14	
Bookbuyer	09	Clerk III	11	
Buyer I	15	Buyer I	15	
Campus Police Officer (State & Community Colleges)	12	Campus Police Officer I, Higher Education	13e	
Campus Police Sergeant (State & Community Colleges)	13	Campus Police Officer II, Higher Education	14e	
Carpenter	12	Carpenter I	13	
Central Mailing Room Clerk	10	Mail Clerk II	11	
Chauffeur	08	Chauffeur	08	
Chef	13	Cook III	13	14b
Chef Steward, U of M	14	Chef Steward, U of M	14	15b
Chief Administrative Clerk	16	Clerk VI	16	
Chief Electronic Computer Operator	16	Electronic Computer Operator II	17	
Chief Statistical Machine Operator	14	Statistical Machine Operator II	12	
Chief Storekeeper	15	Storekeeper IV	15	
Chief Power Plant Engineer, Grade D	16	Second Class Power Plant Engineer	17	18c
Chief Security Officer	15	Campus Police Chief	15	
Cleaning Service Matron	05	Facility Service Worker II	06	
* Communications Dispatcher	09	Communications Dispatcher II	09	10c
Construction Handyman	09	Trades Worker	09	10c
Cook	09	Cook I	09	10b
Design Illustrator	12	Design Illustrator	16	
Dining Hall Supt., U of M	10	Dining Hall Supt., U of M	11	
* Dishroom Helper, U of M	05	Dietary Worker I	06	07d

Title (Old)	Old JG	Title (New)	Other	
			New JG	New JG
Dormitory Matron	08	Maintainer I	09	
Draftsman	13	Draftsman	13	
EDP Control Clerk II	10	EDP Control Clerk II	11	
EDP Entry Operator I	06	EDP Entry Operator I	07	
EDP Entry Operator II	09	EDP Entry Operator II	10	
EDP Entry Operator III	11	EDP Entry Operator III	12	
EDP Entry Operator IV	13	EDP Entry Operator IV	14	
EDP Programmer I	14	EDP Programmer I	14	15*
EDP Programmer II	16	EDP Programmer II	16	17*
EDP Programmer III	18	EDP Programmer III	18	19*
EDP Programmer IV	20	EDP Programmer IV	20	21*
EDP Systems Analyst I	16	EDP Systems Analyst I	18	
EDP Systems Analyst II	18	EDP Systems Analyst II	20	
EDP Systems Analyst III	20	EDP Systems Analyst III	22	
EDP Systems Analyst IV	22	EDP Systems Analyst IV	24	
Electrician	13	Electrician I	14	
Electrician Foreman	15	Electrician II	16	
Electronic Computer Operator	13	Electronic Computer Operator I	14	
Electronics Technician	12	Electronics Technician I	13	
Elevator Repairman, U of M	17	Elevator Repairman, U of M	17	
Estimator	14	Construction Estimator	15	16a
Farmhand	06	Farm Worker I	08	
Fire and Safety Officer, U of M	14	Fire and Safety Officer, U of M	15	
Fireman/Janitor	10	Steam Fireman Janitor I	12	
First Class Power Plant Engineer	17	First Class Power Plant Engineer	19	20c
Floor Covering Installer and Repairer II	12	Floor Covering Installer and Repairer II	12	
Forms and Layout Technician	12	Graphic Arts Technician I	14	
Graphic Arts Technician	15	Graphic Arts Technician I	14	
Greenskeeper	13	Maintainer III	13	
Groundskeeper	08	Maintainer I	09	
Head Administrative Assistant	18	Administrative Assistant II	17	19*
Head Administrative Clerk	14	Clerk V	15	
Head Carpenter	14	Carpenter II	15	
Head Clerk	12	Clerk IV	13	
Head Cook	11	Cook II	11	12b
Head Dining Room Attendant	07	Dining Room Attendant	08	
Head Dish Room Attendant, U of M	06	Head Dish Room Attendant, U of M	07	08d
Head Fireman/Janitor	11	Steam Fireman/Janitor II	13	
Head Garageman	13	Motor Equipment Mechanic II	14	
Head Groundskeeper	10	Maintainer II	11	
Head Housekeeper	10	Maintainer II	11	
Head Janitor	10	Maintainer II	11	
Head Laundryman	11	Launderer III	11	
Head of Building Maintenance Section, U of M		Head of Building Maintenance Section, U of M		
Head of Custodial Section, U of M	15	Head of Custodial Section, U of M	16	
Head Painter	14	Painter II	15	
Head Parking Garage Attendant, U of M	10	Head Parking Garage Attendant, U of M	11	
Head Seamstress	07	Fabric Worker II	08	
Head Storekeeper	14	Storekeeper IV	15	

Title (Old)	Old JG	Title (New)	New JG	Other New JG
Head Telephone Operator	09	Telephone Operator II	10	
Heavy Equipment Mechanic	13	Motor Equipment Mechanic II	14	
Horseman, U of M	10	Horseman, U of M	13	
Herdsmen	08	Farmworker II	09	
Institution Chief Power Plant Engineer C (Higher Education)	20	First Class Power Plant Engineer Grade C	22	
Institution Domestic Aid	04	Facility Service Worker I	05	
Institution Domestic Worker	05	Facility Service Worker II	06	
Institution Service Worker	05	Facility Service Worker II	06	
Institution Maintenance Foreman (Education)	16	Institution Maintenance Foreman	17	
Institution Protection Person	08	Institution Security Officer II	09	
Institution Security Officer, U of M	11	Institution Security Officer II, U of M	11	
Instruction Media Specialist	16	Instructional Media Specialist	18	
Instrument Technician	13	Instrument Technician	12	
Janitor	08	Maintainer I	09	
Junior Accountant	13	Accountant I	15	
Junior Bacteriologist	16	Bacteriologist I	17	
Junior Civil Engineer	17	Civil Engineer I	18	
Junior Clerk (Educ)	04	Clerk I	06	
Junior Clerk and Stenographer (Educ)	05	Stenographer I	07	
Junior Clerk and Typist (Educ)	04	Typist I	06	07a
Junior Electronic Computer Operator	10	Electronic Computer Operator I	14	
Junior Engineering Aid	10	Engineering Aid I	12	
Junior Library Assistant	08	Library Assistant I (Higher Education)	09	10a
Laboratory Technician	10	Laboratory Technician I	14	
Laborer	08	Maintainer I	09	
Launderer	06	Launderer I	07	
Library Reference Assistant (Educ)	12	Librarian I	16	
Locksmith	12	Locksmith	13	
Machinist	12	Machinist I	13	
Maintenance Foreman, Working	13	Maintenance Working Foreman	14	
Maintenance Repairman, Recreational Facilities	12	Recreation Facilities Repairer	12	
Maintenance Equipment Operator	12	Maintenance Equipment Operator	12	
Maintenance Man, U of M	11	Maintenance Man, U of M	11	
Marine Electrician	12	Electrician I	14	
Mason	12	Mason	13	
Mechanical Handyman	09	Trades Worker	09	10c
Metal Worker	12	Metal Worker I	13	
Motor Equipment Repairman	12	Motor Equipment Mechanic I	13	
Motor Truck Driver	09	Motor Truck Driver	10	
Offset Duplicating Machine Operator	09	Offset Duplicating Machine Operator I	10	
Painter	12	Painter I	13	
Parking Garage Attendant, U of M	08	Parking Garage Attendant, U of M	09	
Parking Meter Service Attendant, U of M	09	Parking Meter Service Attendant, U of M	11	
Photo Technician	12	Photo Technician I	11	
Planning Assistant	13	Planning Assistant	13	
Plumber and Steamfitter	13	Plumber and Steamfitter I	14	
Plumber and Steamfitter Foreman	15	Plumber and Steamfitter II	16	
Poultryman	08	Farmworker II	09	

<u>Title (Old)</u>	<u>Old JG</u>	<u>Title (New)</u>	<u>Other</u>	
			<u>New JG</u>	<u>New JG</u>
Power Plant Attendant, U of M	09	Power Plant Attendant, U of M	10	
Principal Storekeeper	13	Storekeeper III	13	
Principal Bookkeeper	11	Bookkeeper II	12	
Principal Clerk	10	Clerk III	11	
Principal Clerk/Secretary to Dept. Head	11	Clerk III	11	
Radio Maintenance Coordinator	16	Audio Visual Equipment Technician II	16	
Receiving Teller	12	Receiving Teller I	13	
Refrigeration-Heating Mechanical Technician	12	H.V.A.C. and Refrigeration Mechanic	13	
School Ship Repairman	10	School Ship Repairman	12	
Seaman	09	Seaman I	12	
Second Class Power Plant Engineer (Educ)	15	Second Class Power Plant Engineer	17	18c
Semi-Senior Accountant	15	Accountant II	16	
Senior Accountant	17	Accountant III	18	
Senior Bookkeeper	08	Bookkeeper I	09	
Senior Clerk	07	Clerk II	08	
Senior Clerk and Stenographer	08	Stenographer II	09	10a
Senior Clerk and Typist	07	Typist II	08	09a
Senior Offset Duplicating Machine Operator	11	Offset Duplicating Machine Operator II	12	13a
Senior Library Assistant	10	Library Assistant II (Higher Education)	11	12a
Senior Statistical Clerk	09	Statistical Clerk I	10	
Senior Statistical Machine Operator	09	Statistical Machine Operator I	10	
Senior Technical Assistant, U of M	12	Technical Assistant II, U of M	13	
Senior Technical Specialist	16	Technical Specialist II	16	
Senior Textbook Assistant	09	Senior Textbook Assistant	09	
Sign Painter and Letterer	13	Sign Painter and Letterer I	14	
Skilled Laborer	09	Skilled Laborer	10	
Snack Bar Manager, U of M	11	Snack Bar Manager, U of M	11	
Stableman	08	Stableman I (Higher Education)	09	
Statistical Machine Operator	06	EDP Entry Operator I	07	
Steam Fireman	12	Steam Fireman	13	
Steam Fitter	12	Steam Fitter	13	
Storekeeper	11	Storekeeper II	11	
Storeroom Helper	07	Maintainer I	09	
Supervisor of Building Maintenance, U of M	17	Building Maintenance Supervisor I	17	
Supervisor of Garage-Motor Pool, U of M	14	Supervisor of Garage-Motor Pool, U of M	15	
Supervisor of Janitors	12	Maintainer III	13	
Supervisor of Offset Painting	13	Reproduction Services Supervisor	14	17a
Supervisor Laboratory Technician	11	Laboratory Technician II	16	
Tape Librarian	12	EDP Tape Librarian	12	
Technical Assistant, U of M	10	Technical Assistant I, U of M	11	
Technical Assistant I	10	Technical Assistant I (Higher Education)	11	
Technical Assistant II	12	Technical Assistant II (Higher Education)	13	
Technical Assistant III	14	Technical Assistant III (Higher Education)	15	
Technical Specialist, U of M	14	Technical Specialist I, U of M	14	
Telephone Operator	06	Telephone Operator I	07	
Third Class Power Plant Engineer	13	Third Class Power Plant Engineer	15	16c
Tractor Driver	09	Maintenance Equipment Operator	12	
Tree Climber	10	Tree Climber	11	
Typewriter Repairman	13	Typewriter Repairman	10	
Upholsterer, U of M	12	Upholsterer, U of M	13	



<u>Title (Old)</u>	Old <u>JG</u>	<u>Title (New)</u>	Other	
			New <u>JG</u>	New <u>JG</u>
Utility Plant Operator	15	Utility Plant Operator	17	
Utility Plant Operator, U of M	14	Utility Plant Operator	17	

\* Incumbents receive one grade as of 09/28/86.

a Effective date of upgrade is 06/28/87.

b Effective date of upgrade is 03/31/89.

c Effective date of upgrade is 10/04/87.

d Effective date of upgrade is 06/30/89.

e Upgrade to higher grade specifically requires training.

## CERTIFICATE OF ELIGIBILITY FOR SYSTEMWIDE TUITION REMISSION

## Higher Education Employees

Instructions: Before completing this form, please read carefully the Board of Regents' Systemwide Tuition Remission Policy for Higher Education Employees to determine whether you are eligible for tuition remission benefits. Then complete and sign the top section of this form, have it signed by your department head and by the Chief Personnel Officer of the College or University at which you are employed. Once approved by the Chief Personnel Officer, the Certificate will be returned to you. You must then submit it with the tuition bill to the Community College, State College, or University at which the covered individual is enrolled.

Employee's Name \_\_\_\_\_

Employee Number \_\_\_\_\_

Title \_\_\_\_\_

\* Collective Bargaining Unit \_\_\_\_\_

Employee's College/University \_\_\_\_\_

Department \_\_\_\_\_

Building \_\_\_\_\_

Name and Relationship of Individual Using Tuition Remission \_\_\_\_\_

☐ Spouse☐ Dependent Child

Summer \_\_\_\_\_

Fall \_\_\_\_\_

19 \_\_\_\_\_

Cont Ed \_\_\_\_\_

Spring \_\_\_\_\_

19 \_\_\_\_\_

Intersession \_\_\_\_\_

College/University Attending \_\_\_\_\_

Semester \_\_\_\_\_

Signature of Employee \_\_\_\_\_

Date \_\_\_\_\_

\* If none, Indicate "non-unit classified" or "non-unit professional" -----

The individual named above is an employee of this College/University and meets all eligibility requirements for systemwide tuition remission.

Signature of Employee's Department Head \_\_\_\_\_

Signature of Chief Personnel Officer (or Designee) \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Note: This Certificate is valid for 120 days after the date of signature by the Chief Personnel Officer. A new Certificate must be completed for each semester of study. This certificate is not transferable.

To Be Filled in by Personnel Office

Orig hire \_\_\_\_\_

Exp date \_\_\_\_\_

%Time \_\_\_\_\_

OC \_\_\_\_\_

APPENDIX H  
University of Massachusetts-Amherst

and  
Distinguished Service Award

Nomination Form

Nominator (your name): \_\_\_\_\_ Date: \_\_\_\_\_

Campus Address: \_\_\_\_\_ Campus Phone: \_\_\_\_\_

I wish to nominate:

Name: \_\_\_\_\_

Job Title/Classification: \_\_\_\_\_

Campus Office or Address: \_\_\_\_\_

\*This nomination is based on work performed by the above-named individual during the period of \_\_\_\_\_ 19\_\_ through \_\_\_\_\_ 19\_\_.

REASON FOR THIS NOMINATION: I nominate the above-named individual for a Distinguished Service Award because (check one or more of the below reasons):

- \_\_\_\_\_ 1. This individual has performed exceptionally high quality of work in the accomplishment of a major special project or assignment.
- \_\_\_\_\_ 2. This individual has sustained exceptional performance over a long period of time in carrying out his/her regular duties.
- \_\_\_\_\_ 3. This individual has made an outstanding contribution to a particular department of the University (or to the University as a whole) in advancing the development and/or the objectives of that department (or of the University).
- \_\_\_\_\_ 4. This individual has made an outstanding contribution (or has been of exceptional service) to a particular segment of the University community.
- \_\_\_\_\_ 5. Other reason (specify): \_\_\_\_\_  
\_\_\_\_\_

Please indicate why you have nominated this person, being as specific as possible about the quality of work and work habits, attitude and relationship with co-workers, supervisory ability, if appropriate, or any outstanding contribution or exceptional accomplishment performed by this employee. (Attach an additional sheet if necessary).

**CONFIDENTIAL**

DEFINITION FOR RATING TO BE APPLIED:

NOT APPLICABLE
UNSATISFACTORY
FAIR
GOOD
ABOVE STANDARD
SUPERIOR

A blank 10x10 grid for graphing, consisting of 10 columns and 10 rows of squares.

EMPLOYEE'S COMMENTS:

	SUPERIOR	ABOVE STANDARD	GOOD	FAIR	UNSATISFACTORY	NOT APPLICABLE
WORK HABITS:						
A. Is regular in attendance at work						
B. Observes established working hours						
C. Completes work on time						
D. Demonstrates the ability to work without immediate supervision						
E. Complies with departmental and University policies						
F. Complies with instructions, rules and regulations, including health and safety precautions						
SUPERVISOR'S COMMENTS:						
EMPLOYEE'S COMMENTS:						
WORK ATTITUDES:						
A. Endeavors to improve work techniques						
B. Accepts new ideas and procedures						
C. Accepts constructive criticism and suggestions						
D. Accepts responsibility						
E. Exercises judgment						
F. Adapts to emergency situations						
SUPERVISOR'S COMMENTS:						
EMPLOYEE'S COMMENTS:						

	SUPERIOR	ABOVE STANDARD	GOOD	FAIR	UNSATISFACTORY	NOT APPLICABLE
RELATIONSHIPS WITH OTHERS:						
A. Works well with co-workers						
B. Works well with the public						
C. Cooperates with supervisors and other staff members						
D. Observes established channels of communication						
SUPERVISOR'S COMMENTS:						
EMPLOYEE'S COMMENTS:						
SUPERVISORY ABILITY (where applicable):						
A. Demonstrates leadership ability						
B. Makes timely decisions						
C. Is fair and impartial in relationship with subordinates						
D. Trains and instructs subordinates						
E. Maintains acceptable performance standards among employees						
SUPERVISOR'S COMMENTS:						
EMPLOYEE'S COMMENTS:						

COMMENTS OF DEPARTMENTAL SUPERVISOR WHO PERFORMED THIS EVALUATION:

Recommendation:

- ☐ Retention (probationary)  
☐ Dismissal (probationary)  
☐ No action required  
☐ Other \_\_\_\_\_

\_\_\_\_\_  
Signature and Title

\_\_\_\_\_  
Date

COMMENTS OF EMPLOYEE:

\_\_\_\_\_  
Date of Discussion with  
Supervisor

\_\_\_\_\_  
Signature of Employee Being Evaluated  
(Does Not Imply Agreement or Disagreement with Evaluation)

COMMENTS OF INTERMEDIATE SUPERVISOR AND/OR INSTITUTIONAL PERSONNEL OFFICER WHO  
REVIEWED THIS EVALUATION:

For purposes of granting the Inservice Recognition/Merit component of Article 29,  
the following shall be completed:

\_\_\_\_\_  
Exceeds Expectations

\_\_\_\_\_  
Meets Expectations

\_\_\_\_\_  
Fails to Meet Expectations

Recommendation:

- ☐ Retention (probationary)  
☐ Dismissal (probationary)  
☐ No action required  
☐ Other \_\_\_\_\_  
☐ Point Average for Merit Purposes \_\_\_\_\_

\_\_\_\_\_  
Signature and Title

\_\_\_\_\_  
Date

COMMENTS OF EMPLOYEE:

I have read the comments of my supervisor and intermediate supervisor.

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date

SUPPLEMENTAL AGREEMENT  
covering  
ALL BARGAINING UNIT MEMBERS  
INCLEMENT WEATHER POLICY

In the event that classes and other activities are cancelled, only snow day personnel will be required to work. Employees designated as snow day personnel and who report to work will be awarded a commensurate amount of compensatory time (based on actual number of hours worked) in addition to the day's pay (straight time). Example: A snow day employee working 7 1/2 hours will be awarded 7 1/2 hours compensatory time. Records will be kept within the department, and compensatory time must be taken within 120 days following the snow day. This policy includes delayed openings, early closings and cancellations when non-essential personnel are excused with pay.

Any employee working at a rate greater than straight time is not eligible for compensatory time.

Any employee who is not at work due to authorized vacation, sick or personal leave will NOT be granted excused time for the delayed opening, early closing, or cancellation in place of vacation, sick or personal leave.



SUPPLEMENTAL AGREEMENT  
covering  
BARGAINING UNIT MEMBERS  
at the  
MASSACHUSETTS MARITIME ACADEMY

Section A:

From and after the date of execution of the Agreement, every person who, as a member of the bargaining unit, shall be employed to serve on any annual training cruise pursuant to the provisions of this Agreement, shall during any such cruise for which he/she is so employed and on which he/she does serve, be paid a stipend in the amount of Two Hundred Twenty-five (\$225.00) Dollars for each week or fraction of such week during which he/she does serve on such cruise. In no instance shall the total amount paid exceed Two Thousand (\$2,000.00) Dollars. No stipend or portion thereof shall be a part of the base salary rate of any such person, and every stipend or portion thereof paid to any such person in accordance with the provisions of this Article shall be paid in addition and as a supplement to any salary or other compensation otherwise payable to such person pursuant to the provisions of this Agreement.

Due to a forced change in work location (i.e. Mass Maritime Academy), any transportation back to the original work location due to the death or life threatening illness of a spouse or child shall be compensated by the Academy. Such leave shall be granted at the sole discretion of the Master of the Ship and/or the

President. When employees are on "cruise or shipyard status" they will be excluded from the Work Week, Work Schedule, and Safety Procedures Articles of this Agreement. Transportation to and from the shipyard and any other present arrangements between the Bargaining Unit Members and the Massachusetts Maritime Academy will continue through the term of this Agreement.

A unit member assigned to the training ship and who is assigned shipyard duty or is required to perform assigned duties associated with the acquisition of a training craft or vessel outside of the Commonwealth of Massachusetts for more than fifteen (15) consecutive days shall begin to accrue compensatory time off at the rate of one day off for each three days of work.

Section B:

If an increase in cruise stipend or change in compensatory time off is granted any administrator assigned to the training ship in the three (3) year period from July 1, 1986 to June 30, 1989, the parties, upon the request of one or both of them, will reopen negotiations on the provisions of section one of this Supplemental Agreement.

SUPPLEMENTAL AGREEMENT  
covering  
UPGRADING OF TRADES POSITIONS

The parties agree to the following:

1. Upgrade the following positions by one (1) job group

Carpenter	Painter
Head Carpenter	Head Painter
Electrician	Machinist
Electrician Foreman	Steamfitter
Mason	Upholsterer
Locksmith	Plumber/Steamfitter
Metal Worker	Plumber/Steamfitter - Foreman Steam/Fireman

2. Establish a committee comprised of an equal number of members from management and the Union whose charge will be to develop a multi-leveled classification series for the trades positions listed in Section 1. Such committee will convene within ninety (90) days of the ratification of this Agreement, and will issue a report of its findings and recommendations to the Board of Regents for submission to the Department of Personnel Administration. Such report shall be compiled as soon as feasible, though no later than June 30, 1987.

3. By January 1, 1988, reconvene the parties for the purpose of renegotiating classification upgradings for licensed trade positions, should the committee be unable to develop or

effect a multi-tiered classification series. Upon mutual agreement by the parties, other trade positions as listed in Section 1 may also be discussed at that time.

4. Upgrade the following positions by 2 grades\*:

Assistant Chief Power Plant Engineer

Chief Power Plant Engineer "C"

First Class Power Plant Engineer

Second Class Power Plant Engineer

Third Class Power Plant Engineer

5. Upgrade the following position by 1 grade

Power Plant Attendant U of M

\* To receive the two (2) grade increase, individuals in the appropriate classifications must possess the required license. In the event that an individual does not possess the required license, his/her classification will be reviewed on a case by case basis, with the Form 30 used as the controlling document.

SUPPLEMENTAL AGREEMENT

covering

BARGAINING UNIT MEMBERS

at the

UNIVERSITY OF MASSACHUSETTS, AMHERST AND BOSTON

Vacation for Employees with less than fifty-two (52) weeks guaranteed employment and/or subject to periodic layoff - (UMass-Amherst/Boston).

Employees in positions with less than fifty-two (52) weeks guaranteed employment and/or subject to periodic layoff, shall accrue creditable service in such months in which they are laid off in excess of two (2) working days based on the cumulative total of days worked in such month. Holidays, approved sick leave, paid personal leave, vacation leave, and compensatory days shall be counted as days worked. Each twenty (20) days worked in such months shall be counted as creditable service for vacation purposes. Appropriate vacation shall be credited to said employee at the end of each payroll month of employment. Leave without pay of two (2) days in any payroll month shall result in the loss of accrual for the month in accordance with Article 13 (Vacations).

SUPPLEMENTAL AGREEMENT  
covering  
BARGAINING UNIT MEMBERS  
at the  
UNIVERSITY OF MASSACHUSETTS BOSTON

WHEREAS, the parties to the above collective bargaining Agreement, seek to continue the understanding reached prior to negotiations on this Agreement, it is agreed that the Memorandum of Agreement between the University of Massachusetts at Boston and Service Employees International Union, Local 285, AFL-CIO dated February 2, 1982 regarding issues arising from the hiring of former Boston State College employees by the University of Massachusetts at Boston shall continue in full force and effect.

SUPPLEMENTAL AGREEMENT

covering

BARGAINING UNIT MEMBERS

at the

UNIVERSITY OF MASSACHUSETTS - AMHERST, BOSTON, WORCESTER

The University agrees to provide the Union with an employee listing on or about October 1, 1986 and October 1, 1988. Said listing will include the gender, race, and job classification of each employee on the payroll on the Saturday prior to October 1 of the designated years. The University shall not be required to provide any of the above information if the information is available only through the voluntary provision by the employee and the employee has not provided the information.

SUPPLEMENTAL AGREEMENT

covering

BARGAINING UNIT MEMBERS

at the

UNIVERSITY OF MASSACHUSETTS - AMHERST and WORCESTER

The parties agree that a pilot program to deduct from the pay of unit employees dues or agency fee on a weekly basis and to remit the dues or fees on a monthly basis will be established at the Amherst and Worcester campuses of the University of Massachusetts.

The pilot program will begin January 4, 1987 and continue throughout the current contract. Three months prior to the end of the trial period, the pilot program will be reviewed by a committee comprised of one representative of management and one representative of the union from each campus. The committee will issue a report on the pilot program on or before June 1, 1989.

During the pilot program all unit members who have authorized a deduction in accordance with Article 4, Section 2 or 3, will have dues or fees deducted on a weekly basis.

Under this pilot program unit members will be automatically removed from the deduction program without the sixty (60) day notice requirement for either of the following reasons:

1. transfer out of the bargaining unit
2. termination

A monthly report listing unit members and dues or fees deductions will be sent to the Treasurer of the Union.



The weekly dues or fee figure will be a fixed dollar and cents amount for each campus. This amount may be changed once a year.

The University's obligation and liability under this Agreement is limited to the collection of the dues or fees on a weekly basis, by payroll deduction from the employees' earnings. Any claims for refunds by employees or unpaid dues or fees by the Union shall be resolved between affected employees and the Union.

This pilot agreement on weekly deduction of union dues or agency service fee is neither grievable nor arbitrable.

SUPPLEMENTAL AGREEMENT  
covering  
BARGAINING UNIT MEMBERS  
at the  
STATE AND COMMUNITY COLLEGES

The parties agree to the following for all Campus Security Personnel at the State and Community Colleges:

Section 1.

The provisions of Article 10, Section 5 (Call Back) shall be applicable to Campus Security Personnel required to appear in court.

Section 2.

Each State or Community College shall be responsible on a yearly basis, for furnishing all required clothing and equipment necessary for employment at the campus; or such State or Community College shall establish a clothing and equipment allowance not to exceed three hundred dollars (\$300.00) per person, per year. Such allowance shall be for the purpose of purchasing clothing and equipment required by the campus. The provisions of this section shall not apply to the purchase of hand guns.

For those State and Community Colleges providing a three hundred dollar (\$300.00) allowance, payment made in accordance with the above, shall be to a designated vendor or to the employee upon presentation of proper receipts.

Section 3.

A. Following the date of ratification of this Agreement, employees hired or promoted into campus security positions which require the successful completion of a job related training program, and who have entered such training program prior to the end of his/her probationary/trial period as established in Article 27, Section 1 or Article 19, Section 4, shall be covered by the following provisions:

1. The probationary period, as established in Article 27, Section 1 or Article 19, Section 4, shall continue until the completion of the designated training programs or the time limits established above, whichever is greater.
2. For employees who fail to successfully complete the designated training program, the CEO shall have five (5) working days to make a determination regarding the employee's status in accordance with Article 27 or Article 19.

B. Within thirty (30) days following the ratification of this Agreement, the CEO, shall discuss with the appropriate union official, the type of training required for new campus security

personnel. Prior to a change in the type of training required or where a College/University is instituting a required program, the CEO or designee shall notify the appropriate union official.

C. Individuals hired or promoted into Campus Security Personnel positions shall be notified, prior to his/her date of hire/promotion, of the type of training required.

#### Section 4.

With respect to Article 26, Safety Procedures, the parties further agree as follows:

A. Recognizing the need to maintain a safe environment, each campus shall make reasonable efforts to fill vacancies in the Campus Security workforce.

B. Within 120 days of the ratification of this Agreement, and at the request of the Union, the campus Labor/Management Committee shall meet to discuss the concerns of the campus security personnel. The parties also agree that concerns related to campus security shall constitute a standing agenda item of the Campus Labor/Management Committee or Safety Committee. At Labor/Management or Safety Committee meetings where campus security issues are to be raised, the union may invite a campus security employee to attend such meetings.

UNIVERSITY OF MASSACHUSETTS  
at AMHERST

SUPPLEMENTAL AGREEMENTS  
to the

AGREEMENT BETWEEN THE  
BOARD OF REGENTS OF HIGHER EDUCATION

and  
AFSCME, LOCAL 1776

July 1, 1986      through      June 30, 1989

## TABLE OF CONTENTS

	Page
Section 1.	
Conflation Agreement	184-191
Interunit/Interdivisional Transfer Form	190
Request to Announce Position Vacancy	191
Section 2.	
Memorandum of Understanding	
Clarification of Contract Language	193-205
Lateral Transfer Form	204
Request for Change in Work Shift or Days Off	205
Promotion/Filling of Vacancy	
Appeal Form	206
Bakers in Local 1776	207
Agreement to Job Title Change	208
Section 3.	
Promotion and Filling of Vacancies	210-213

SECTION 1.      CONFLATION AGREEMENT

July 18, 1986 Rev.

#### CONFLATION AGREEMENT

The University of Massachusetts at Amherst and AFSCME Local 1776, Council 93, AFL-CIO agree to the creation of a series of job classifications - Maintainer. The title of Maintainer shall be a conflation of two or more job titles presently in use at the University.

The conflation of job titles to establish Maintainer positions has several objectives: to address problems associated with seasonal layoffs; to establish an identifiable entry level title for AFSCME unit positions; and to provide an opportunity to implement a job-sharing concept and greater flexibility in task assignments. To achieve these ends it will be necessary to modify some practices and agreements.

More specifically the parties agree to the following:

1. The parties agree to the establishment of the family of job classifications of "Maintainer" including:

Maintainer-entry level into AFSCME unit - Grade 5

Maintainer I - Grade 9

Maintainer II - Grade 11

Maintainer III - Grade 13

and to the establishment of the job classification of

Dietary I - Grade 6



2. A job description for each of the said job classifications shall be prepared and shall reflect the conflation of similar positions.
3. A Form 30 shall be prepared for each position in the "Maintainer" series. This Form 30 shall describe the type of duties to be performed by the incumbent of that position. The Form 30 shall also establish the administrative group and sub-unit into which the positions shall be placed at the completion of the employee's six month probationary period with the University.
4. Probationary employees in the job classification of Maintainer shall initially be placed in the to-be-created Administrative Group 5. At the completion of the probationary period the employee shall be placed in the administrative sub-unit prescribed by the Form 30 for the position.
5. Maintainer shall be the entry level positions for AFSCME unit job classifications not requiring a special skill, knowledge, or license. Upon successful completion of a six (6) month training period for probationary employees, a Maintainer shall be promoted, based on the Form 30, to either a Dietary I or a Maintainer I.

6. During the employee's probationary period, he/she will be considered for promotional opportunities only. A probationary employee will not be considered for changes in classification which do not result in an appointment to a position of a higher grade.
7. For purposes of filling vacancies, the referral process shall be that prescribed by the collective bargaining agreement, and any relevant supplemental agreement, except that Administrative Group 5 (probationary) employees shall not be eligible for positions of equal grade, and applications shall be referred to the appointing authority for promotional opportunities only at the time that off-campus applications are forwarded. As is the practice with 03 account employees, hiring preference shall be extended to Administrative Group 5 employees when the candidates are judged by the employer to be equal.
8. The Form 30 prepared for each of the positions in the "Maintainer" job series shall be the controlling document in the event of a layoff, promotion or transfer, or the denial of same.
9. In the event of a layoff, a non-probationary employee may bump a "Maintainer" probationary employee with less seniority provided that the laid-off employee is able to perform the duties described in the Form 30, and otherwise satisfies the collective bargaining agreement requirements in Article 20 "Layoff and Recall".

10. During a layoff period, a thirty-five (35) week, non-probationary employee may bump a fifty-two (52) week probationary employee provided that the laid-off thirty-five (35) week employee is able to perform the duties described in the Form 30, and otherwise satisfies the collective bargaining agreement requirements in Article 20 "Layoff and Recall".
11. The last sentence of Section 2E, Article 20, of the collective bargaining agreement is eliminated.  
(1983-1986 Agreement)
12. An employee who accepts an entry level Maintainer position during a period when he/she would otherwise be laid off will not be available for recall during the layoff period.
13. At the conclusion of the layoff, the employee bumping into an entry level Maintainer position shall return to his/her former position in the department from which he/she was laid off.
14. The title of Maintainer I shall not normally be advertised. It will accrue as described in 5., above.
15. Vacancies for the position of Maintainer shall be advertised on the so-called yellow sheet for vacancies remaining after utilizing the interunit/interdivisional transfer process. Said advertisement may not indicate the location of the vacancy, which will be the result of the said transfer process.

16. A non-probationary employee in the job classification of Dietary I may utilize the interunit/interdivisional\* transfer process to apply for a Maintainer position. Upon the successful completion of the three (3) month training period the job classification shall become Maintainer I.
17. On October 1, 1986 all employees in the job classifications of Laborer, Janitor, Storeroom Helper or Groundskeeper shall automatically be placed in the job classification of Maintainer I, unless the employee notifies the Personnel Office in writing of his/her desire to retain the present job classification.
18. A non-probationary employee with three (3) or more months of service to the University in the titles of Laborer, Janitor, Storeroom Helper, Groundskeeper, or Maintainer I may utilize the interunit/interdivisional transfer process to apply for a Maintainer I position.
19. A probationary employee is eligible for a lateral transfer in accordance with the structure outlined in the Supplemental Agreement, Lateral Transfer, Section 2.
20. An employee wishing to use the interunit/inter-divisional transfer process for a Maintainer I vacancy shall file the standard form provided by the Employer with his/her immediate supervisor. The immediate

supervisor shall forward the standard form to the central point to be designated for the collection of Maintainer I interunit/interdivisional transfer forms.

21. Interunit/Interdivisional transfer forms will be forwarded to the University division which has determined that a vacancy for a Maintainer I exists. Priority will be first assigned to applicants presently employed in the unit where the vacancy exists; then to applicants from all other administrative units. Where practicable, the employee with the greater campus seniority and subject to requirements as listed in Section 3 of lateral transfer supplemental agreement shall be assigned to the position if he/she is able to adequately perform the duties described in the Form 30 for the vacant position.
  22. An employee may not grieve the establishment of the job classification series "Maintainer" or any other question arising out of the establishment of said titles.
  23. A review of title conflation by the University and the Union will be conducted two years after implementation.
- \* An interunit/interdivisional transfer is similar to a lateral transfer except that the divisional lines established for the lateral transfer process are not to be observed.

OFFICE OF EMPLOYEE/LABOR RELATIONS

For use by Classified Employees in Units covered under the current agreement between the Board of Regents of Higher Education and AFSCME/AFL-CIO who wish to apply for a transfer to the position title of Maintainer or Maintainer I within present department, in another department, or to a different division.

UNIVERSITY OF MASSACHUSETTS/AMHERST

Employee Request for Interunit/Interdivisional Transfer

(This Application to be filed with Immediate Supervisor for Transmittal to the Office of Employee/Labor Relations, Room #330, Whitmore Administration Building

NAME OF APPLICANT: \_\_\_\_\_ EMPLOYEE NUMBER: \_\_\_\_\_  
(Last) (First) (Middle)

POSITION TITLE FOR WHICH APPLYING (Maintainer or Maintainer I): \_\_\_\_\_

DESIRED DEPARTMENT: \_\_\_\_\_ DESIRED WORK SHIFT: \_\_\_\_\_

DESIRED WORK LOCATION (Custodial, Grounds, Dietary, Supply): \_\_\_\_\_

PRESENT POSITION TITLE: \_\_\_\_\_

PRESENT DEPARTMENT: \_\_\_\_\_ PRESENT WORK SHIFT: \_\_\_\_\_

PRESENT WORK LOCATION (Custodial, Grounds, Dietary, Supply): \_\_\_\_\_

PRESENT WORK STATUS: Permanent \_\_\_\_\_ Temporary \_\_\_\_\_  
Full Time \_\_\_\_\_ Part Time \_\_\_\_\_

NAME OF IMMEDIATE SUPERVISOR: \_\_\_\_\_ INITIALS OF IMMEDIATE SUPERVISOR \_\_\_\_\_

CAMPUS PHONE NUMBER: \_\_\_\_\_ HOME PHONE NUMBER: \_\_\_\_\_

COMMENTS OR INFORMATION YOU WOULD LIKE TO ADD CONCERNING THIS REQUEST:  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date of Application \_\_\_\_\_ Signature of Employee \_\_\_\_\_

(THIS FORM MUST BE RENEWED ON OR AFTER JANUARY 1 and JULY 1 OF EACH YEAR)

..... (Do Not Write Below This Line) .....

FOR USE BY THE OFFICE OF EMPLOYEE/LABOR RELATIONS:

°ADMINISTRATIVE GROUP AND SUB UNIT  
OF POSITION VACANCY: \_\_\_\_\_

°ADMINISTRATIVE GROUP AND SUB UNIT  
OF APPLICANT: \_\_\_\_\_

°CAMPUS SENIORITY DATE OF APPLICANT: \_\_\_\_\_

OFFICE OF EMPLOYEE/LABOR RELATIONS

For use by departments having Classified Employees in Units covered under the current agreement between the Board of Regents of Higher Education and AFSCME/ AFL-CIO who wish to announce position vacancy(s) in the classified titles of Maintainer or Maintainer I.

UNIVERSITY OF MASSACHUSETTS/AMHERST

Department Request to Announce Position Vacancy  
(Maintainer or Maintainer I)

To: OFFICE OF EMPLOYEE/LABOR RELATIONS

Date of Request: \_\_\_\_\_ Department: \_\_\_\_\_

Location/Section of Vacancy: (Custodial, Grounds, Dietary, Supply) \_\_\_\_\_

Department Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Position Available (Maintainer or Maintainer I): \_\_\_\_\_

Position Number: \_\_\_\_\_ Shift: \_\_\_\_\_

Earliest Appointment Date: \_\_\_\_\_ Date Position Vacated: \_\_\_\_\_

Previous Incumbent: \_\_\_\_\_

Funding Source: ☐ Trust ☐ Grant ☐ Federal ☐ State  
Subsidiary: ☐ 01 ☐ 02 ☐ Permanent ☐ Temporary

Job End Date: \_\_\_\_\_

☐ Full Time ☐ Part-Time

Percent of Time: \_\_\_\_\_

Org. Unit # \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Department Head

\_\_\_\_\_  
Date

\_\_\_\_\_  
Vice Chancellor

..... This Space Reserved for Use by Employee/Labor Relations Office .....

DATE APPLICATIONS REFERRED: \_\_\_\_\_

NUMBER APPLICATIONS REFERRED: \_\_\_\_\_

SEQUENCE NUMBER: \_\_\_\_\_

SECTION 2. MEMORANDUM OF UNDERSTANDING



### PARTIES

This Agreement entered into between the Appointing Authority, the University of Massachusetts at Amherst, and Local Union #1776, AFSCME Council 93, AFL-CIO.

The Parties agree to jointly petition their respective principals, the Board of Regents of Higher Education and AFSCME Council 93, AFL-CIO, for incorporation into the current collective bargaining agreement the memorandum of understanding reached between the Parties.

Memorandum of Understanding between the University of Massachusetts at Amherst and AFSCME Local #1776, Council 93, AFL-CIO, which is hereby attached to, and made part thereof, the current collective bargaining agreement (July 1, 1986 through June 30, 1989) between the Board of Regents of Higher Education (Commonwealth of Massachusetts) and the American Federation of State, County and Municipal Employees, AFL-CIO, Service Employees International Union, AFL-CIO, and Maintenance Trades Council of New England, AFL-CIO, which incorporates clarification of certain contract language which is subject to interpretation, modifications of certain contract language which appears in the aforementioned agreement.

The agreements reached in this memorandum, once signed by the parties, shall be implemented at the University of Massachusetts at Amherst only once ratified by all parties, the Board of Regents of Higher Education of the Commonwealth of Massachusetts, the American Federation of State, County and Municipal Employees, AFL-CIO, Council 93, Local #1776.

1. DEFINITIONS:

Chief Executive Officer at Amherst Campus shall be the Chancellor of the University of Massachusetts at Amherst.

Chief Executive Officer Designee shall be the Director of Labor Relations.

Institutional Personnel Officer shall be Personnel Administrator/Associate Director of Human Resources.

2. Article 10, Section 1-B-1 Work Week and Work Schedules:

The parties agree to the following modification:

LATERAL TRANSFER (see Lateral Transfer form):

Section 1. - Definition:

Lateral transfer is only for the purpose of a change of assignment or work location, subject to the requirements in Section 3, within an Administrative Division as provided below.

Section 2. - Divisions:

- 1 - Auxiliary Enterprises
    - a - Cash Operations
    - b - Boarding Halls
    - c - Service and Maintenance
  - 2 - University Health Services
  - 3 - Physical Plant
  - 4 - College of Food and Natural Resources
  - 5 - School of Physical Education
  - 6 - Administrative Services
  - 7 - Housing Services
  - 8 - Security Services
- \* 1A, 1B and 1C, for the purposes of this agreement shall be treated as Divisions.

Employees working in Academic areas not listed above, and all employees seeking assignment or work locations outside of their division, shall continue to use the yellow sheet.

Section 3. - Procedure:

In order to be considered for a lateral transfer, there must be an opening which the appointing authority has determined is to be filled, and the applicant must be currently performing the same duties in the same classification and must be able to adequately perform the duties in the new location.

In order to be eligible for consideration under the procedures, an employee desiring a change in work location shall obtain the standard form provided by the Employer, complete it and have it on file with his immediate supervisor prior to the advertisement of the particular opening on the yellow sheet.

Upon determination that an opening exists that the appointing authority desires to fill, first consideration shall be given in order of Campus seniority to applications for lateral transfer filed by employees within the administrative division where the opening exists. Where practicable, the employee with the greater campus seniority and subject to the above requirements shall be assigned to the position.

Campus seniority shall be subject to by-pass for just cause and reasons for denial if requested shall be given in writing. Such by-pass of seniority may then be subject to the grievance procedure as provided in Section 3-A, page 202.

An employee having been granted such a transfer shall not be eligible to file another application for lateral transfer for a period of six (6) months from the date of transfer.

Employees eligible under Paragraph 1 of this Section, who do not apply for a lateral transfer or for a change in work location under these procedures, shall not be allowed to use the yellow sheet to apply for a position in the same job and same classification in their administrative division.

Employees who are involuntarily reassigned within their division shall file a standard lateral transfer form with their supervisor in order to preserve their right of return to their former location in priority over others regardless of seniority.

The provisions for "trial periods" described in Article 19 of this Agreement shall not apply to lateral transfers described above.

#### SHIFT PREFERENCE - DAYS OFF

The parties agree to continue the procedures as outlined below and Shift Preference of the previous contract. It is further agreed that the shift preference application will be expanded to include a request for change in days off.

It is clearly understood and agreed that requests for shift changes and/or change in days off must be on file and will be considered only as openings occur which the Employer determines will be filled. The controlling language follows:

Requests for shift preference and/or days off within the same classification and within the administrative divisions listed above will be granted on the basis of Campus seniority as openings which are to be filled occur.

Upon determination that an opening exists that the appointing authority desires to fill, first consideration shall be given in order of campus seniority to applications for lateral transfer filed by employees within the administrative division where the opening exists. Where practicable, the employee with the greater campus seniority and subject to the above requirements shall be assigned to the position.

The transfer to the openings on the desired shift and/or the change of days off will be implemented within two weeks of the posting of the job on the yellow sheet, provided the employee possesses the general physical qualifications for the job and is fully competent to perform all the duties of the position.

The Employer will remove and destroy all requests for Change in Work Location/Assignment and Work Shift/Days Off on January 1 and July 1 of each year. To receive continual consideration for such changes, employees must file new request forms after these dates.

Section 1-B-2/Section 1-F:

The Employer and the Union agree to the following modification:

In order to maintain competitive advantage, maximum business and to increase employment opportunities for bargaining unit employees during periods of seasonal lay-off, Article X, 1, B, 2 and X, 1, F, are amended in their application to employees assigned to work in Campus Center Food Service catering.

1. To the extent practicable the Articles shall apply.
2. The work schedule shall be posted (tentative) at least five (5) working days in advance, subject to change until 48 hours prior to a scheduled event.
3. An employee whose hours were changed without 48 hours notice shall be allowed to work his/her scheduled tour of duty.

3. Article 10, Section 2, Work Week & Work Schedules  
(Overtime):

The parties agree to meet, discuss and come to agreement at the departmental level on an equitable and impartial method of distributing overtime.

4. Article 11, Leave - Sick Leave:  
Section 1-C-3:

The parties agree that crediting of sick leave will be done on a payroll month basis and that family sick leave will be credited on a calendar year basis.

Section 1-G:

Sick leave credits may be utilized in one-quarter (1/4) hour increments after an initial one-half (1/2) hour minimum usage.

Section 1-K:

Sick leave requests must be called in to a department as soon as possible prior to the start of a work shift, except in cases where a department requires an earlier notification and has provided a written procedure for such notification.

Article 11, Leave - Paid Personal Leave:

Section 2:

The parties agree that personal leave schedule will not be implemented retroactively, thereby affording all employees hired in the first year of the contract will be given three (3) personal days.

The parties further agree to modify the agreement by changing the two (2) hour usage into one-half (1/2) hour usage.

To clarify the transfer or promotion into this bargaining unit, any employee who is promoted or transferred into the (AFSCME) represented bargaining unit shall transfer with them the amount of personal leave days they had prior to transfer and will not receive any additional days.



5. Article 19 - Promotions and Filling of Vacancies:

The Employer and the Union agree to modify the collective bargaining agreement by the following:

Section 1 - Posting of Vacancies:

A. All vacancies in positions subject to this Agreement, when available to be filled as determined by the Employer, shall be posted for not less than seven (7) calendar days, and said posting shall be on the so-called yellow sheet.

Section 5:

Unsuccessful bargaining unit applicants for posted vacancies within the bargaining unit shall, within a reasonable period of time, receive notice by way of the so-called yellow sheet on the back of such sheet of non-selection by the appearance of an applicant's name (not their own) which shall serve as notice of the non-selection of all other applicants.

Late notice shall not preclude the filing of a grievance of non-selection.

At the employee's written request (on Attachment #2), he/she will be entitled to attend a meeting with management to discuss the reasons for non-selection. At the employee's option, he/she may be accompanied by the local designated union official or other bargaining unit member.

6. Article 20 - Layoff & Recall:

The Employer and the Union agree to interpret the following in the manner stated.

Section 4-B - The Seniority Date:

Seniority date will be retarded by the number of days off the payroll in excess of twenty-eight (28) consecutive days.

Section 6:

Three (3) months to be construed as ninety (90) work days.

Article 20 - Layoff & Recall (intent):

The Employer and the Union agree to the following that the Employer will agree:

To investigate the possibility of identifying appropriate work for certain employees who are in a temporary lay-off status. Such work may or may not be within the job specifications of the employees concerned.

7. Article 29 - Grievance & Arbitration Procedure:

The Employer and the Union agree to interpret the following in the manner stated.

Section 3 - Procedures for Filing a Grievance:

A. Step 1. Informal, immediate supervisor and/or department head.

Agreed that an informational discussion with an unsuccessful applicant for a posted position vacancy will serve as a Step 1 grievance meeting in the event the applicant files a grievance in the matter.

8. Article 31 - Evaluation of Employees:

The Employer and the Union agree to the following procedures concerning evaluation of employees.

Management will train a few Union representatives in the administrative process for the performance evaluation of employees, along with other campus employees.

Performance evaluation of employees will be phased in by executive area.

9. Committee (non-contractual):

The Employer and the Union agree to establish the following committee on the University of Massachusetts at Amherst campus. Said committee shall meet as it (the committee) determines:

"Training and Career Ladders"

OFFICE OF EMPLOYEE/LABOR RELATIONS

For use by Classified Employees in Units covered under the current Agreement between The Board of Regents of Higher Education and AFSCME/AFL-CIO. Pursuant to Article 10, Sec. 1-B-1 and agreement reached by the parties on January 20, 1984.

UNIVERSITY OF MASSACHUSETTS/AMHERST

Employee Request for Change in Work Location or Assignment  
(Lateral Transfer)

(This Application to be filed with the employee's Supervisor)

NAME OF APPLICANT \_\_\_\_\_  
(Last) (First) (Middle)

PRESENT DEPARTMENT \_\_\_\_\_

PRESENT STATE TITLE \_\_\_\_\_ PRESENT GRADE \_\_\_\_\_

PRESENT LOCATION \_\_\_\_\_ DESIRED LOCATION \_\_\_\_\_

COMMENTS OR INFORMATION YOU WOULD LIKE TO MAKE CONCERNING THIS REQUEST:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Date of Application) (Signature of Employee)

(THIS FORM MUST BE RENEWED ON OR AFTER JANUARY 1 AND JULY 1 OF EACH YEAR)

..... Do Not Write Below This Line .....

FOR DEPARTMENT USE ONLY:

ADMINISTRATIVE GROUP OF APPLICANT \_\_\_\_\_

CAMPUS SENIORITY DATE OF APPLICANT \_\_\_\_\_

01/84

OFFICE OF EMPLOYEE/LABOR RELATIONS

For use by Classified Employees in Units covered under the current Agreement between The Board of Regents of Higher Education and AFSCME/AFL-CIO. Pursuant to Article 10, Sec. 1-B-1 and agreement reached by the parties on January 20, 1984.

UNIVERSITY OF MASSACHUSETTS/AMHERST

Employee Request for Change in Work Shift or Days Off  
(This Application to be filed with the employees Supervisor, and shall not have precedence over any appropriate request for lateral transfer)

NAME OF APPLICANT \_\_\_\_\_  
(Last) (First) (Middle)

PRESENT DEPARTMENT \_\_\_\_\_

PRESENT STATE TITLE \_\_\_\_\_ PRESENT GRADE \_\_\_\_\_

PRESENT SHIFT \_\_\_\_\_ DESIRED SHIFT \_\_\_\_\_

PRESENT DAYS OFF \_\_\_\_\_ DESIRED DAYS OFF \_\_\_\_\_

COMMENTS OR INFORMATION YOU WOULD LIKE TO MAKE CONCERNING THIS REQUEST:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Date of Application) (Signature of Employee)

(THIS FORM MUST BE RENEWED ON OR AFTER JANUARY 1 AND JULY 1 OF EACH YEAR)

..... Do Not Write Below This Line .....

FOR DEPARTMENT USE ONLY:

ADMINISTRATIVE GROUP OF APPLICANT \_\_\_\_\_

CAMPUS SENIORITY DATE OF APPLICANT \_\_\_\_\_

01/84

Promotion/Filling of Vacancy Appeals Form

\_\_\_\_\_  
(Date)

MEMORANDUM TO: W. Paul Meade  
Administrator of Employee/Labor Relations

In accordance with the provisions of Article 19, Section 5 of the current collective bargaining agreement, and as an applicant with greater seniority than the successful candidate, I am hereby requesting a meeting with management to discuss the reasons why I was not selected for the position of \_\_\_\_\_, advertised as vacancy number \_\_\_\_\_ on the yellow sheet dated \_\_\_\_\_.

Signed \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Seniority Date \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Steward of Record)

Memorandum of Understanding

covering

Bakers in Local 1776, AFSCME

at the

University of Massachusetts-Amherst

Bakers who are regularly scheduled to work between 4:00 a.m.  
- 12:00 noon, shall be eligible for shift differential according  
to guidelines outlined in Workweek and Work Schedule, Article 10,  
Section 7.

#### AGREEMENT

The University of Massachusetts at Amherst and AFSCME Local 1776, Council 93, AFL-CIO agree to the following changes in job titles in the bargaining unit.

On February 1, 1987 the job titles of Facility Service Worker I and Facility Worker II shall be reallocated to the job title of Dietary I (Grade 6) or some other suitable title to be agreed upon.



SECTION 3. PROMOTION AND FILLING OF VACANCIES

SUPPLEMENTAL AGREEMENT  
covering  
BARGAINING UNIT MEMBERS  
at the  
UNIVERSITY OF MASSACHUSETTS-AMHERST

Section A.

For the purposes of Promotions and Filling of Vacancies, the following administrative groups and sub-units shall be utilized in the application of seniority and composition of the applicant pool:

1. Administrative Group 1 - Service and Maintenance

Sub-Unit A - Construction and Repairs (Maintenance &  
Operations)

B - Custodial

C - Transportation

D - Grounds

E - Supply

2. Administrative Group 2 - Food Service

Sub-Unit A - Auxiliary Services

1. Cash Operations

2. Boarding Halls

B - University Health Services\*

\* 2A1 and 2A2 for the purposes of this contract will be treated as sub-units.

3. Administrative Group 3 - College of Food and Natural Resources

Sub-Unit A - Department of Veterinary and Animal Sciences

1. Livestock Area (Farm on campus and South Deerfield)
2. Poultry Research Area (Tillson Farm)
3. Veterinary Sciences (Hatch Laboratory and Paige Laboratory on campus)

Sub-Unit B - Plant and Soil Sciences

1. Field and Agronomic Research (Campus at Brooks Barn and South Deerfield)
2. Olericulture (campus, Bowditch Hall and South Deerfield)
3. Floriculture (French Hall Greenhouses)
4. Horticulture Research Center (Belchertown and campus)

Sub-Unit C - Plant Pathology  
Fernald Hall and campus

Sub-Unit D - Entomology  
Fernald Hall and campus

Sub-Unit E - Shade Tree - campus

Sub-Unit F - Agricultural Engineering - campus

Sub-Unit G - Research and Extension Services  
Near Tillson Poultry Farm and campus

Sub-Unit H - Forestry and Wildlife Management

1. Holdsworth Hall and campus

2. Toby Forest
3. Cadwell Forest
4. Administrative Group 4 - Security
  - Sub-Unit A - Institution Security Officer UM/II
  - Sub-Unit B - Parking Garage Attendant and Head Parking  
Garage Attendant
  - Sub-Unit C - Fire and Safety Officer
  - Sub Unit D - Parking Meter Service Attendant
5. Administrative Group 5 - Probationary Employees

Section B.

Except where the job is a target position as defined by the University Affirmative Action Program, the CEO shall consider applicants for vacant positions in the following order of priority:

1. From the sub-unit within the administrative group where the vacancy exists. If no qualified candidate, as provided in Section 3, Article 19, has applied, then;
2. From the other sub-units in the same administrative group. If no qualified candidate, as provided in Section 3, Article 19, has applied, then;
3. From other administrative groups covered by this Agreement.

The senior qualified applicant shall be awarded the position and granted a trial period unless it can be demonstrated that an applicant with less seniority is better qualified.

Section C.

Bargaining unit members promoted into positions determined by the Employer to involve the exercise of supervisory responsibilities may be required to attend and to successfully complete a course of instruction designed to provide employees with the basic introductory skills of supervision. Whenever practicable, training sessions will be scheduled during the 90 day trial period.

Measurement standards for course evaluation shall be determined by the instructor and conveyed to participants at the beginning of the course. The evaluation of the employee by the trainer shall be evidence of the employee's qualification in the supervisory area.

The decision to enroll the employee in a supervisory training program is not grievable.

BLS 2453  
800136  
ccg

19 DEC 1975  
*Indefinite*  
*Open end*

OMB No. 44-R0003  
App. exp. March 31, 1980

U.S. DEPARTMENT OF LABOR  
BUREAU OF LABOR STATISTICS  
WASHINGTON, D.C. 20212

December 5, 1975



Administrative Assistant  
Personnel Office  
University of Massachusetts  
Amherst, Massachusetts 01002



Gentlemen:

We now have on file a copy of your collective bargaining agreement(s) covering Service and Maintenance Employees with State, County and Municipal Employees local 1776. The agreement we have expired January 1973.

We would appreciate your sending us the following information to complete our files:

copy of your current agreement 1/

Please return this form with your information in the enclosed envelope which requires no postage.

Thank you for your cooperation.

Sincerely yours,

*Julius Shiskin*

JULIUS SHISKIN  
Commissioner

1/ If the above agreement have been extended please indicate the expiration date Indefinite - subject to written notification of termination by either party.

*(413) 5445-0862*  
*5445-0862*  
*CONF. 11/14/75*  
*per. 11/15/75*  
*11/30/83*  
*5445-0862*  
*36 (M. Shiskin)*

Identification of employer or employer group	Name of union	Number of employees normally covered by agreements
<p>X</p> <p>University of Massachusetts, Amherst, Massachusetts</p>	<p>#800136</p> <p>American Federation of State County and Municipal Employees, AFL-CIO, State Council 41, Local 1776</p>	<p>1410</p>
	<p>Massachusetts State Employees Assoc- iation</p> <p>#800135</p>	<p>1123</p>
<p>Mr. Joseph J. Cummings, Administrative Assistant Personnel Office University of Massachusetts Amherst, Massachusetts</p>		

DEC 13 1 51 PM '61

RECEIVED  
COMMUNICATIONS SECTION  
DEC 13 1 21 PM '71  
BU. OF LABOR STATISTICS  
U.S. DEPT. OF LABOR

UNITED STATES DEPARTMENT OF LABOR  
BUREAU OF LABOR STATISTICS

AMERICAN FEDERATION OF STATE COUNTY AND MUNICIPAL EMPLOYEES

AMERICAN FEDERATION OF STATE COUNTY AND MUNICIPAL EMPLOYEES  
AFSCME

4800130

1971

1970





800136

*This report is authorized by law 29 U.S.C. 2.  
Your voluntary cooperation is needed to make  
the results of this survey comprehensive,  
accurate, and timely.*

Form Approved  
O.M.B. No. 1220-0001  
Approval Expires 7/31/87

August 14, 1987

R SEP 22 1987

Administrative Assistant  
Personnel Office  
University of Massachusetts  
Amherst, Massachusetts 01002

Respondent:

We have in our file of collective bargaining agreements a copy of your agreement(s):

UNIVERSITY OF MASSACHUSETTS AT AMHERST LOCAL 1776

State Council 41 American Federation  
of State, County and Municipal  
Employees

Would you please send us a copy of your current agreement—with any supplements (e.g., employee-benefit plans) and wage schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

I should like to remind you that our agreement file is open for your use, except for material submitted with a restriction or public inspection. You may return this form and your agreement in the enclosed envelope which requires no postage.

Sincerely yours,

*Janet L. Norwood*

JANET L. NORWOOD  
Commissioner

**PLEASE RETURN THIS LETTER WITH  
YOUR RESPONSE OR AGREEMENT(S).**

*If more than one agreement, use back of form for each document. (Please Print)*

1. Approximate number of employees involved 1,280
2. Number and location of establishments covered by agreement One location - Amherst, MA
3. Product, service, or type of business Education
4. If your agreement has been extended, indicate new expiration date \_\_\_\_\_

W. Paul Meade, Employee/Labor Relations Administrator

(413) 545-2736

Your Name and Position

Area Code/Telephone Number

330 Whitmore Admin. Bldg., University of Massachusetts, Amherst, MA 01003

Address

City/State/ZIP Code